

SITE IMPROVEMENT PERFORMANCE BOND TO SECURE OBLIGATIONS

Bond Number: CMS0283247

KNOW ALL MEN BY THESE PRESENTS:

That **VILLANOVA UNIVERSITY**, as principal ("Principal") and RLI Insurance Company as surety ("Surety"), are held and firmly bound unto **RADNOR TOWNSHIP** and each of its affiliates and subsidiaries, as Obligee (herein collectively and individually referred to as "Obligee") for the payment of the Obligations (hereafter defined), up to the maximum penal sum of * Dollars (\$ 2,321,917.56) lawful money of the United States to payment of which sum, Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents. *Two Million, Three Hundred and Twenty-one Thousand, Nine Hundred and Seventeen-----56/100

WHEREAS, the above bounded Principal has entered into a Development Agreement ("Agreement") to construct in accordance with the Final Land Development Plan referenced therein referenced Improvements for the project known as West Lancaster Parking in accordance with the applicable regulations, specifications standards, ordinances and laws of said Radnor Township and the State of Pennsylvania.

NOW, THEREFORE, if and when the Township certifies the Obligations as complete and satisfied this Bond shall be null and void; otherwise this Bond shall remain in full force and effect and Principal and Surety in any event agree as follows:

- 1) Within thirty (30) business days of Surety's receipt of a demand under this Bond ("Demand") from Obligee, Surety shall pay to the Obligee the amount of such Demand. The Obligee's Demand to the Surety of the amount due, either as security or for payment or for reimbursement pursuant to the Development Agreement, shall be absolute proof of the existence and extent of the liability of the Principal and the Surety to the Obligee hereunder. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the total amount of the bond.
- 2) Failure to pay or reimburse the Obligee as herein provided shall cause the Surety to be additionally liable for any and all reasonable costs and expenses, including attorney's fees and interest, incurred by the Obligee in enforcing this bond, such liability to be in addition to the bond penalty.
- 3) Except as provided by law, the Surety's obligations hereunder shall not be affected by (i) any failure by Obligee to assert any claim or demand or to enforce any right or remedy against Principal or its property, or any other party liable with respect to the Obligations, (ii) any failure to perfect an interest in, or any release, impairment or other diminution of, any collateral (including, but not limited to, rights of recoupment or setoff) held by Obligee which secures any of the Obligations, (iii) any matter or proceeding arising in connection with any modification, limitation, discharge, assumption, or reinstatement with respect to any Agreements or Obligations, (iv) any modification of or amendment to any Agreements or Obligations without Surety's consent or prior notification provided that, the penal sum of the Bond may not be increased without the consent of Surety
- 4) This Bond shall remain in full force and effect until released in writing by the Obligee.
- 5) Any notice, Demand, certification or request for payment, given or made under this Bond shall be made in writing and shall be given by a personal delivery or expedited delivery service, postage pre-paid, addressed to the parties at the addresses specified below or to such other address as shall have been specified by such parties to each of the parties to the transactions contemplated hereby.

If to the Surety: RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615

If to the Obligee: Radnor Township
301 Iven Avenue
Wayne, Pennsylvania 19087

If to the Principal: Villanova University
800 Lancaster Avenue
Villanova, PA 19085

Notice given under this Bond shall be effective only when received.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on this 19th day of November, 2015.

BY: VILLANOVA UNIVERSITY

By Kurt G. Valocchi
Principal

RLI INSURANCE COMPANY

By Wendy Lee Wadkins
Attorney-in-Fact Wendy Lee Wadkins

11.18.15

**RADNOR TOWNSHIP
DEVELOPMENT AGREEMENT
(Villanova University- West Lancaster Parking)**

THIS AGREEMENT, dated as of the 19TH day of NOVEMBER, A.D., 2015, is made by and between the *TOWNSHIP OF RADNOR*, a Home Rule municipality, with offices at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "*Township*") and *VILLANOVA UNIVERSITY*, located at 800 Lancaster Avenue, Villanova, PA 19085 (hereinafter referred to as "*Developer*").

WHEREAS, Developer intends to develop a tract of land identified as Delaware County Tax Parcel Number 34-04-02400-10, and more fully described on a separate set of plans of record in the Township Office for the West Lancaster Parking project (the "*Project*"), said plans being prepared by Nave Newell, Inc. consisting of thirty-four (34) sheets, dated March 6, 2015, last revised October 6, 2015 said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "*West Lancaster Parking Plan*" or the "*Plan*"); and

WHEREAS, the Developer and Township are desirous of clarifying and stipulating in detail Developer's obligations pursuant to the Township's Subdivision and Land Development Ordinance ("*SLDO*"); and

WHEREAS, Developer has advised Township that Developer intends to proceed with the construction of this Plan pursuant to the final plan approval Resolution No. 2015-74 of Radnor Township a copy of which is attached and incorporated herein as *Exhibit "A"*; and

WHEREAS, Developer intends to develop the West Lancaster Avenue Parking Plan which is Phase I of the overall master plan approved by Resolution No. 2015-74, including the following phases:

1. Record Plan for West Lancaster Parking.
2. Record Plan for Pike Field Garage.
3. Record Plan for Church Walk and Pedestrian Bridge.
4. Record Plan for Lancaster Avenue Housing.
5. Record Plan for Performing Arts Center.

The foregoing sets of Plans are further described on the correspondence from Gannett Fleming dated October 13, 2015, a copy of which is attached hereto and incorporated herein as *Exhibit "B"*; and

WHEREAS, Developer intends to establish financial security with the Township in order to guarantee the fulfilment of the terms and conditions of this Agreement as it relates to the construction of the Improvements (as hereinafter defined in Section IV).

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

I. **PLANS OF DEVELOPER INCORPORATED BY REFERENCE**

Developer herewith represents and warrants to Township that it is the Developer of the tracts of land described within this Agreement and agrees that the Plan presented to Township shall be in compliance with Township Subdivision, Zoning, Building, Plumbing, Electrical, Property Maintenance and Fire Prevention Codes, as currently amended, and in full compliance with the Plan and Resolution No. 2015- 74. The Plan as described above shall be duly signed by the parties to this Agreement on or about the execution date of this Agreement. Developer agrees that the Plan

and any work performed thereunder and under this Agreement shall be in compliance with the above-mentioned laws of Township and in accordance with accepted engineering practices.

II. PLANS UNDER SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

Developer agrees that it will supply to Township concurrently with the return of this Agreement, the Plan in compliance with the Township Subdivision Ordinance and in compliance with the rules and requirements of the Delaware County Recorder of Deeds as to size, which Plan will be in the form of six (6) paper copies of said record Plan, which Plan will be signed by Developer and duly acknowledged by a notary seal affixed and when acknowledged by a corporation, it must also have the corporate seal affixed. The Plan shall also have affixed thereto an imprint placed by the Developer's engineer. Upon approval by the Township Engineer, the Plan shall be signed by the Radnor Board of Commissioners.

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

Developer agrees that all construction completed in accordance with the Improvements required under this Agreement and under the Plan shall be under the supervision of Developer's registered professional engineer or Developer's Construction Manager, but subject to inspection by the Township. Developer's professional engineer or surveyor shall submit a certification of the as-built plans prior to any acceptance by Township. The name and address of Developer's registered professional engineer or Developer's Construction Manager shall be submitted to Township simultaneously with the execution of this Agreement. Nothing herein shall prevent Developer from employing different registered professional engineers or construction managers hereunder, provided the terms of this Agreement are complied with in every respect.

Developer agrees to provide the Township with a full and complete set of "as-built" drawings in accordance with Section 255-63.C. of the SLDO, prior to acceptance or dedication of any Improvements, if any, as set forth on the Plan or under this Agreement. Said "as-built" plans shall show the location of all utility lines, facilities, service connections and anything else reasonably required by Township in accordance with Township ordinances. All street descriptions, if any, shall be to the centerline with the proper public road easement. Utility easements, cross easements and deeds of dedication shall be subject to the approval of the Township Solicitor.

IV. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

Developer intends to begin construction of the West Lancaster Parking Plan pursuant to an estimated cost of Improvements as determined by the Township, more fully described on *Exhibit "C"* which is attached hereto and incorporated herein (hereinafter referred to as "*Improvements*").

The aforesaid costs set forth in Exhibit "C" are estimates of the costs to complete the Improvements. Developer further agrees that Developer shall pay all costs for the completion of this project in accordance with the Agreement regardless of what the costs might be, including the payment of reasonable costs of legal and engineering expenses incurred by the Township for the review and approval of the work to be completed pursuant to the Plan, preparation of all agreements, easements, deeds and other documents relating to the acceptance of this contract by the Township. All such costs, including inspection and engineering expenses incurred per requirements of Section 255-63.A&B of the SLDO and legal expenses ("Professional Consultant Fees") shall be paid in accordance with the Professional Services Hourly Rates (Appendix A) of the Township Consolidated Fee Schedule, Resolution 2015-14, as may be amended from time to time ("Township Fee Schedule"). In the event that any such expenses have been omitted from Exhibit "C", such

expenses shall still be the obligation of the Developer to complete the same, in accordance with good engineering practice.

Developer acknowledges and agrees that no building permits will be issued by Township for work on this Plan until sufficient financial security is established with the Township to guarantee the proper construction of the Improvements.

In accordance with Section 509(h) of the Pennsylvania Municipalities Code, 53 P.S. §10509 (h) , Developer agrees that it shall increase on an annual basis between January 1st and January 30th of each year the amount of financial security required by the Township securing the completion of construction of the Improvements by an additional ten percent (10%) for each one (1) year period beyond the first anniversary date of this Agreement or to an amount not exceeding one hundred ten percent (110%) of the cost of completing the required Improvements as re-established on or about the expiration of the preceding one (1) year period if requested by the Township.

V. **REMOVAL OF DEBRIS**

Developer shall be responsible for the discarding of waste materials such as papers, cartons and the like, whether discarded by Developer or others employed by Developer, or by subcontractors or by others engaged in the delivery of such materials, and agrees to prevent the same from being deposited upon land adjacent to or within the vicinity of the development. Developer further agrees that all debris, building materials and waste materials shall be disposed of in accordance with DEP Regulations regarding handling, disposal and storage of solid waste and hazardous waste materials, and that no burning shall occur on the site.

VI. **FINANCIAL SECURITY**

A. As a condition of the signing of this Agreement by Township, Developer shall provide financial security to secure the proper installation of the Improvements on the site.

Said financial security shall be by way of a Site Improvement Performance Bond underwritten by RLI Surety, (hereinafter "*Surety*"), and shall be in form approved by the Township Solicitor. Said financial security shall guaranty the successful installation of the Improvements and to insure to Township that Developer will comply with the terms and provisions of this Agreement as provided in this Agreement and as designated in the cost estimate which is attached hereto as Exhibit "C". Said financial security, in accordance with Exhibit "C" shall be in the amount of Two Million Three Hundred Twenty-One Thousand Nine Hundred Seventeen Dollars and Fifty-Six Cents (\$2,321,917.56). The purpose of the financial security is to guarantee the completion of construction of the Improvements. Developer agrees that if Township determines that the Developer has defaulted upon any obligation under this Agreement, after providing Developer with written notice of such default and provided Developer has not commenced within seven (7) days of receipt of such written notice to cure such default and thereafter proceeded diligently to cure such default, the Township shall have the right and privilege to make demand upon Developer's Surety for full payment of the financial security or any part thereof. Any determination of the default shall be within the sole discretion of the Township and such determination shall constitute failure to perform a material obligation. Payment to Township by Developer's Surety shall not require any affirmation declaration by Township concerning the validity of the announced default and the Developer does hereby authorize said payment by its Surety. Any such payment made by Surety shall be used to cure the announced default and any resulting expenses incurred thereby, including, but not limited to, inspection and engineering fees incurred per the requirements of Section 255-63.A&B of the SLDO and attorney's fees per the Township's Fee Schedule, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, to Surety once all expenses have been paid as a result of the default.

B. The financial security provided in this Agreement is for the sole benefit of Township and it is subject to the sole and exclusive control and authority of Township.

C. As the work on the approved final Plan progresses and is satisfactorily completed, Township shall authorize a reduction in the amount of the aforesaid Bond upon delivery of a Certificate of Completion to the Surety duly signed by Township. Such authorization shall be provided in accordance with Section 509(j) of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10509(j).

D. The Bond issued to secure the installation of the Improvements is incorporated herein by reference and the terms thereof are specifically made a part of this Agreement.

E. No final release of the bond shall occur until the Township Engineer has certified that all of the Improvements have been constructed and completed in accordance with the Plan. Prior to final release of the bond, the Township reserves the right to retain ten percent (10%) of the original amount of the posted financial security for the Improvements. The foregoing ten percent (10%) shall be held to secure any engineering punch list items after final release of the bond.

VII. INSURANCE

Developer hereby agrees to indemnify Township, the Township Board of Commissioners individually, while acting on Township business, the Township Engineer and all Township personnel (together the "*Indemnities*") for any personal injury and property damage relating to this land development not caused by Indemnities or any one of them, and Developer further agrees to maintain as to this project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming Radnor Township, the Radnor Township Board of Commissioners

individually, while acting on Township business, the Township Engineer and all Township personnel under a Developer's protective liability policy for personal injury and property damage claims in each of the following types of policies and to provide the following coverage:

a. General Liability - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.

b. Automobile Liability - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following coverage: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.

c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional One Million Dollars (\$1,000,000.00) coverage per occurrence and in the aggregate for personal injury and property damage combined.

d. Workmen's Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and issued an opinion of approval on the Policies of Insurance or Certificates indicating Policies to be issued and in full force and effect before construction commencement. Developer further warrants that said insurance coverage shall not be altered, modified or canceled until all Improvements have been officially accepted or approved by Township or by the express written consent of Township.

VIII. DEED OF DEDICATION - EASEMENTS

Before commencing any work under the terms of this Agreement and before any permits shall be issued by Township, Developer shall execute and deliver to Township all required Deeds of Dedication or Easement Agreements required by Resolution No. 2015-74 pursuant to forms approved by the Township Solicitor for any and all storm sewers, utilities, access or parking easements or any other easements or agreements required by the terms of the Plan approval including the conservation easement proposed for the Aldwyn Triangle.

IX. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

All gas mains, water mains, sewage and drainage facilities, fire hydrants and service connections of any kind, which may be required, shall be laid in the beds of the streets and roads at

Developer's costs before the paving of the same by Developer to its full width of the lane so disturbed at Developer's sole cost and expense.

The Developer agrees that for the purpose of formulating a schedule of work, to meet with the Township Commissioners and representatives of the affected utility companies from time to time when reasonably requested by the Township Engineer, in order to coordinate the progress of the work contemplated in the immediate future.

Developer agrees to construct all drainage facilities in accordance with the approved drainage plans. If the Developer should at any time fail to comply with the provisions of this paragraph, the Township shall have the right to refuse to issue any further Building Permits or Use and Occupancy Permits and to suspend or revoke any Building Permits previously issued, until such time as Developer has complied with the approved plans.

Traffic control signs of a standard type approved by the Township shall be paid, furnished and erected by the Developer to PennDOT and Township specifications.

Developer agrees to maintain such barricades as are necessary during the course of construction of the Improvements so as to give all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose.

Developer hereby agrees to make the necessary arrangements for the relocation of utility poles at their expense, and to provide five (5) days notice to Township of any traffic obstructions/changes along the site frontage.

X. **TIME FOR COMPLETION**

Developer acknowledges that the time for completion of construction of Improvements detailed on the Plan is eighteen (18) months from the date of the execution of this Agreement. In the event that the Improvements are not completed by said date, the Township shall provide

Developer with seven (7) days written notice of such default. If Developer has not commenced and/or presented a Plan to complete construction of Improvements in a timely manner, the Township may use the financial security provided for herein for the completion of said Improvements or may take such further action as set forth in this Agreement to guarantee said completion. The parties agree that time is of the essence.

XI. REIMBURSEMENT FOR COSTS AND EXPENSES

In accordance with Section 503(1) of the MPC, Developer agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional services ("Professional Consultant Fees") that Township incurs for such services for the time that the Engineer, Inspector, or other professional for Township is actually engaged as a result of the following: (1) review and approval of the Plan; (2) development of the Project in accordance with the terms of the Plan approval; (3) preparation of agreements, documents, deeds, easements, etc., incidental to the approved Plan; (4) monitoring, testing and inspecting of the work required of Developer under the approved Plan per the requirements of Section 255-63.A&B of the SLDO; (5) preparation for and attendance at meetings relating to the Plan or Project; and (6) enforcement of the terms of this Agreement. All such bills and invoices for engineering and inspection incurred per the requirements of Section 255-63.A&B of the SLDO, legal, and other professional services to be paid in accordance with the Township's Fee Schedule.

Developer acknowledges that Township has established a sum of One Hundred Ninety-Three Thousand Four Hundred Ninety-Three Dollars and Thirteen Cents (\$193,493.13) as set forth within the construction cost estimate of Nave Newell, dated October 15, 2015, a copy of which is attached hereto and made a part hereof as *Exhibit "C"* to ensure that Township will be reimbursed for all engineering, inspection and professional services which it incurs during the



Project and/or to ensure compliance with this Agreement and the Plan. In the event that these sums are insufficient to pay all Township incurred professional services costs, Developer agrees that the ten percent (10%) contingency line item as set forth on the attached *Exhibit "C"* may be utilized to reimburse Township for such costs. All Professional Consultant Fees shall be approved and paid by the Township and thereafter submitted to Developer for reimbursement to the Township. If any invoice to Developer from Township for Professional Consultant Fees incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the MPC, Township is authorized to direct Developer's Surety to pay such invoice directly to Township.

XII. BLASTING

Township has adopted the Uniform Construction Code of Pennsylvania (hereinafter referred to as the "*UCC*"), and the provisions thereof shall regulate blasting activities by Developer both on and off the Property. Where the terms of this Agreement exceed the requirements of the UCC, the terms of this Agreement shall control.

Before a blasting permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Commissioners at their next regularly scheduled public meeting concerning the results of this meeting. No blasting permit shall be issued prior to such written report being received and reviewed by the Board of Commissioners. Notice of the proposed blasting shall be prominently published in either the Main Line Suburban Life or Delaware County Daily Times newspaper two (2) times prior to any proposed blasting, with at least ten (10) days between each such publication. The first publication shall not be more than forty-five (45) days from the commencement of the blasting, and the second publication shall not be less than ten (10)

days from the commencement of the blasting. The published notice shall state the location(s), purpose(s), date(s), time(s), and amount of blasting proposed to take place. Such publication shall be at Developer's sole expense, and Developer shall provide Township with proof of such publication prior to the issuance of a blasting permit.

As a condition for the issuance of a blasting permit, Developer shall provide insurance coverage specifically endorsed for blasting activities. Original policy(ies) of insurance that provide liability coverage for all blasting activities shall be forwarded to Township for review and approval prior to the issuance of the blasting permit. Such liability insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate with an excess liability or umbrella policy of at least Four Million Dollars (\$4,000,000.00). The blasting insurance coverage may be provided by either Developer or its blasting contractor, so long as the minimum insurance coverage stated above is provided and the policy(ies) name Developer, Developer's contractors and subcontractors, Developer's blasting contractor, and Township as additional insureds.

Upon the request of an owner of any structure located within three hundred fifty feet (350') of the location of any blast, Developer, at its sole expense, shall perform a pre-blasting survey prior to the issuance of a blasting permit. This written survey shall list in detail any pre-existing damage to structures, as well as the existence of any drinking water wells, septic or private sewage disposal systems, pools, or any other structures that may be sensitive to blasting activities. A copy of this written survey shall be signed by Developer and provided to the owner at least five (5) days prior to the proposed blasting activity.

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand feet

(1,000') of the proposed blasting site(s). This written notice shall advise such residents and property owners when blasting is expected to begin, the anticipated duration of such blasting activities, and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a blasting permit.

Developer shall provide the Township's Engineer with a plan showing the location of blasting activity at least seven (7) days in advance of blasting. All blasts taking place within five hundred feet (500') of any structure shall be monitored by seismic instrumentation, and the results thereof shall be promptly provided to Township. All blasts shall be conducted in accordance with all applicable regulations of the Pennsylvania Department of Environmental Protection, and Developer shall provide copies of all blasting reports prepared for submission to the Pennsylvania Department of Environmental Protection to Township.

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

XIII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

All work to be accomplished by Developer in the fulfillment of this Agreement is subject to inspection by Township per Section 255-63.A&B of the SLDO, at Developer's expense in accordance with the Township's Fee Schedule. Prior to the initial construction, Developer shall notify Township at least twenty-four (24) hours in advance. Developer shall furthermore arrange in advance with the Township Engineer for a schedule of inspections. After the initial beginning of

construction, Developer shall provide at least twenty-four (24) hours advance notice (exclusive of Saturdays, Sundays and holidays) to Township for work on any Improvements at times when the Township Engineer is not normally upon the job site. Any construction proceeding without the required notice to Township shall be uncovered and made available for inspection by Township at Developer's expense and if found defective in any material manner, Developer will, at its costs, remove all materials and redo all such work and not proceed further until Developer gives proper notice to Township. In the event that Township inspection is required on Saturdays, Sundays and/or holidays, Developer shall pay the expense of said inspection at one and one-half (1-1/2) times the normal hourly rate established within the Township's Fee Schedule.

XIV. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time specified herein in Paragraph X, known as "Time for Completion" and the Township has not caused the delay in completion of the work, then in that event, the Township, at its sole option, and after written notice, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Performance Bond under the terms of this Agreement. Township shall have the right to utilize the Performance Bond in order to reimburse the Township for the reasonable costs of the work and any other expenses incurred by the Township pursuant to the terms of this agreement.

XV. DAMAGE TO TOWNSHIP ROADS

Any damage to a Township road to a point where said Township road first intersects the State highway from the site which is used as access to the site by construction traffic and which

damage is not related to normal wear and tear, and is caused by construction traffic in connection with the Project, shall immediately be repaired by Developer at its expense and to the satisfaction of the Township Engineer upon receipt of written notice of said damage from the Township.

XVI. PLAN APPROVAL CONDITIONS

Resolution No. 2015-74 sets forth several terms and conditions of the land development approval granted by the Township, however, certain specific conditions as set forth in that Resolution requires early action by Developer, including the following:

1. Developer shall provide the Township with an event circulation plan and an evacuation plan prior to the issuance of any building permits for this project which shall be subject to the Township's approval which approval shall not be unreasonably withheld by the Township.

2. Developer shall obtain all necessary approvals for sewage transportation and treatment for the project from all required entities prior to the issuance of any building permits for occupied structures being constructed as part of this project.

3. Prior to any construction, the Developer shall provide a detailed staging plan acceptable to the Township addressing off-site erosion, street sweeping, the impact of special events, construction worker parking and any required closures of Township or State roads during construction.

4. Developer shall comply with the Memorandum of Stephen F. Norcini dated October 16, 2015 regarding initiation and progression of construction activities onsite by Developer. A copy of that Memorandum is attached hereto and incorporated herein as *Exhibit "D"*.

XVII. CONDITIONAL USE REQUIREMENTS

Pursuant to the order approved by the Radnor Township Board of Commissioners on November 24, 2014 there are seventeen (17) conditional use requirements to be met both prior to and during the course of the development project. The Board's order is attached hereto and incorporated herein as *Exhibit "E"* with the following clarifications:

1. Pursuant to condition No. 4, Developer shall make a contribution of \$175,000 toward the design, approval and installation of a traffic adaptive signal system which shall be paid prior to occupancy of any buildings or structures or upon thirty (30) days written notice from the Township.

2. Pursuant to condition No. 7, Developer shall execute a conservation easement preserving the entire area known as the Aldwyn Triangle in a form and manner to be approved by the Township Solicitor prior to recording of the Plan.

3. Pursuant to condition No. 10, Developer shall provide the Township with a list of contractors, subcontractors and vendors and their addresses prior to commencement of any construction activity.

XVIII. OWNER'S OBLIGATION AFTER CONSTRUCTION

Developer acknowledges that all on-lot improvements shall be constructed in accordance with the approved Plan and that upon completion of construction, the Owner of the subject premises shall maintain all lot improvements in good repair, including stormwater facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, paved areas and any other on-lot improvements not to be dedicated to the Township in accordance with Township ordinances. Developer's obligation to repair, replace and maintain in good repair the foregoing-described on-lot

improvements shall be deemed a covenant to run with the land and shall be binding upon Owner, and their successors and assigns.

XIX. EXTENT OF AGREEMENT

The parties agree that this Agreement sets forth the entire understanding between the parties and any representations, oral or written not contained therein, are without effect. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto, and shall be governed by the laws of the Commonwealth of Pennsylvania.

XX. ASSIGNMENT

Developer shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of Township, which consent shall not be unreasonably held, delayed or conditioned.

XXI. GENDER

The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

XXII. GOVERNING LAW

This Development Agreement, any Contract for Professional Services and the required Performance Bond shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the ordinances of Radnor Township.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

VILLANOVA UNIVERSITY

By: RHMorro
Name: **Robert H. Morro, PE.**
Title: **Vice President, Facilities Management**

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: James C. Higgins
Name: **James C. Higgins**
Title: **President**

RESOLUTION NO. 2015-74

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE FINAL PLAN APPLICATION OF VILLANOVA UNIVERSITY FOR A PROPERTY LOCATED ON LANCASTER AVENUE AND ITHAN AVENUE PURSUANT TO PLANS PREPARED BY NAVE NEWELL, INC. ESTABLISHING A COMPREHENSIVE INTEGRATED COLLEGE DEVELOPMENT.

WHEREAS, Villanova University ("Applicant") submitted a Final Land Development Application ("Application") for properties located on the southeast and southwest corners of Lancaster Avenue and Ithan Avenue within the Township's PI - Planned Institutional Zoning District ("Property") to establish a Comprehensive Integrated College Development ("CICD") upon the Campus in accordance with Section 280-68.1 of the Township Zoning Ordinance; and

WHEREAS, this Application includes the following engineered plan sets (jointly referred to as the "Plan"):

- Final Land Development Submission for Lancaster Avenue Housing, consisting of 41 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014 and revised March 26, 2015.
- Final Land Development Submission for West Lancaster Parking, consisting of 32 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised March 26, 2015.
- Final Land Development Submission for Church Walk and Bridge, consisting of 20 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 and revised May 26, 2015.
- Final Land Development Submission for Pike Field Garage, consisting of 37 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised May 26, 2015.
- Final Land Development Submission for Performing Arts Center, consisting of 19 sheets, prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised May 26, 2015.

WHEREAS, the Application proposes the construction of student housing, retail shops, a parking garage, a performing arts center, and surface parking spaces ("Project") as set forth on the Plan.



WHEREAS, the Application has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission.

WHEREAS, the Applicant received conditional use approval for the CICD by Decision and Order of the Radnor Township Board of Commissioners dated November 24, 2014 ("CU Decision"); and

NOW, THEREFORE, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Final Plan of land development for Villanova University subject to the following conditions:

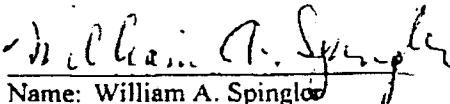
1. The Applicant shall comply with the June 30, 2015 correspondence of the Township Engineer, Gannett Fleming, a copy of which is attached hereto and incorporated herein as "**Exhibit "A"**".
2. The Applicant shall comply with the June 22, 2015 correspondence of Gilmore & Associates, Inc., a copy of which is attached hereto and incorporated herein as "**Exhibit "B"**".
3. The Applicant shall comply with the June 24, 2015 correspondences of RETTEW, a copy of which is attached hereto and incorporated herein collectively as "**Exhibit "C"**".
4. The Applicant shall comply with the terms and conditions of the Conditional Use Order of the Board of Commissioners dated November 24, 2014, a copy of which is attached hereto and incorporated herein as **Exhibit "D"**.
5. The Applicant shall comply with any outstanding conditions as set forth in the Preliminary Plan Approval Resolution No. 2015-54, incorporated herein by reference.
6. The Applicant shall concurrently provide the Township with copies of all submissions to PennDOT.
7. The Applicant shall provide the Township with an Event Circulation Plan and an Evacuation Plan, both of which are to the Township's satisfaction, prior to the issuance of any building permits for this Project which approval shall not be unreasonably withheld by the Township.
8. The Applicant shall obtain all necessary approvals for sewage transportation and treatment for the Project from all required entities, including, but not limited to, Radnor Township, Lower Merion Township, and the Pennsylvania Department of Environmental Protection, prior to the issuance of any building permits for occupied structures being constructed as a part of this Project.
9. The Applicant shall install wrought iron style aluminum fencing along South Ithan

Avenue and landscape fencing along the SEPTA right-of-way in locations and of the type as shown on the Plan. If the Performing Arts Center is not an active project at the time construction is fully completed on the remainder of the Project, the Applicant shall submit amended land development plans showing the proposed alternative use of the Performing Arts Center area.

10. The Applicant shall remove the existing parallel parking along one side of the drive aisle between Stone and Farrell Halls to provide an 18' wide drive aisle.
11. The Applicant shall install an elevator and two adjacent stairs on the south side of Lancaster Avenue to provide an ADA accessible entrance to the Church Walk Bridge. This installation shall be substantially in compliance with the plans shown to the Board of Commissioners at the July 7, 2015 meeting and the Plan shall be revised to eliminate the stairs and ramp at the south end of the bridge adjacent to the SEPTA station as currently shown on the Plan.
12. The Applicant shall relocate to the visitor parking lot, as shown on the plan, the 3 SEPTA parking spots currently proposed in the middle of the Church Walk/West Lancaster Parking Lot/Dormitory Parking Lot intersection.
13. The Applicant shall alter the temporary main lot access to Ithan Avenue from the two existing separate driveways to a temporary single driveway during the Project.
14. The Applicant shall comply with all other applicable Ordinances with respect to sewage, stormwater management, zoning, building code, as well as with all other Township, County, State and Federal ordinances, statutes, rules and regulations.
15. The Applicant shall execute Development and Financial Security Agreements in a form and manner to be approved by the Township Solicitor. Prior to any construction, the Applicant shall provide a detailed staging plan acceptable to the Township addressing off site erosion, street sweeping, the impact of special events, construction worker parking, and any required road closures of Township or State streets during construction.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 13th day of July, 2015.

RADNOR TOWNSHIP

By: 
Name: William A. Spingler
Title: President

ATTEST: 



October 13, 2015

Stephen F. Norcini, P.E.
Public Works Director
Radnor Township
301 Iven Avenue
Wayne, PA 19087

Dear Steve:

Villanova University
Lancaster Avenue Housing Plans

We have completed our review of the following plans submitted by Nave Newell, Inc. on October 7, 2015, for conformance with the Resolution No. 2015-74 dated July 13, 2015:


- Record Plan Submission for Lancaster Avenue Housing, consisting of 41 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated December 5, 2014 and revised October 6, 2015.
- Record Plan Submission for West Lancaster Parking, consisting of 34 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised October 6, 2015.
- Record Plan Submission for Church Walk and Bridge, consisting of 20 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated March 13, 2015 and revised October 6, 2015.
- Record Plan Submission for Pike Field Garage, consisting of 37 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised October 6, 2015.
- Record Plan Submission for Performing Arts Center, consisting of 19 sheets prepared for Villanova University, prepared by Nave Newell, Inc., dated March 6, 2015 and revised October 6, 2015.

The above plans are in conformance with the Final Plan Resolution No. 2015-74 dated July 13, 2015. We have attached the October 9, 2015 letter from Gilmore and Associates indicating that all outstanding comments have been resolved. The plans may now be signed by all appropriate individuals in the Township.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.


Roger A. Phillips, P.E.
Senior Project Manager

Gannett Fleming, Inc.

P.O. Box 80794 • Valley Forge, PA 19484-0794 | 1010 Adams Avenue • Audubon, PA 19403-2402

T 610.650.8101 • F 610.650.8190

www.gannettfleming.com

EXHIBIT

B

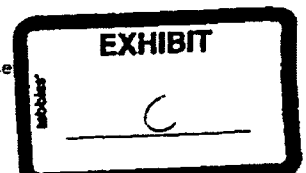


Villanova University - West Lancaster Avenue Parking Lot
Township Escrow Estimate
Grading Permit Application
Radnor Township, Delaware County, PA
October 15, 2015

Quantities based on Land Development Plans prepared by Nave Newell, Inc., last revised 10/15/15

		Quantity	Unit	Unit Price	Subtotal
1.0	Earthwork				
	Respread Topsoil and Fine Grading	1	LS	\$30,000.00	\$30,000.00
				Subtotal	\$30,000.00
2.0	Curbing				
	Concrete curb	7,000	LF	\$15.00	\$105,000.00
				Subtotal	\$105,000.00
3.0	Sidewalk				
	4" Class A Concrete Sidewalk	7,847	SF	\$7.50	\$58,852.50
	Handicap Ramps	18	EA	\$1,000.00	\$18,000.00
	Switchback ADA Ramp	2	EA	\$5,000.00	\$10,000.00
	Staircases with Handrails	5	EA	\$1,500.00	\$7,500.00
				Subtotal	\$94,352.50
4.0	Storm Pipes / Drainage				
	12" HDPE	15	LF	\$18.00	\$270.00
	18" HDPE	1,560	LF	\$33.45	\$52,182.00
	24" HDPE	694	LF	\$41.95	\$29,113.30
	Catch Basin	29	EA	\$2,800.00	\$81,200.00
	Storm sewer manhole	18	EA	\$3,500.00	\$63,000.00
	Yard Drain	1	EA	\$1,200.00	\$1,200.00
	Underground Infiltration Systems	1	LS	\$500,000.00	\$500,000.00
	Bedding/Backfill/Restoration	1	LS	\$40,000.00	\$40,000.00
				Subtotal	\$766,965.30
5.0	Landscaping				
	Canopy Tree	106	EA	\$600.00	\$63,600.00
	Evergreen Tree	195	EA	\$500.00	\$97,500.00
	Ornamental Tree	132	EA	\$550.00	\$72,600.00

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Shrub	181	EA	\$85.00	\$15,385.00
Fine Grade and Seeding	1	LS	\$25,000.00	\$25,000.00
Rain Garden	1	LS	\$35,000.00	\$35,000.00
Tree Protection Fencing	2,000	LF	\$18.00	\$36,000.00
Tree Preservation Escrow	61	EA	\$500.00	\$30,500.00

Subtotal \$375,585.00

6.0 Erosion Control

12" Compost Filler Sock	1,171	LF	\$3.50	\$4,098.50
18" Compost Filter Sock	414	LF	\$6.00	\$2,484.00
24" Compost Filter Sock	712	LF	\$8.00	\$5,696.00
Construction Entrance	1	EA	\$5,000.00	\$5,000.00
Inlet protection	25	EA	\$250.00	\$6,250.00
Temp Seed and Mulch	1	LS	\$10,000.00	\$10,000.00
Sediment Trap	1	EA	\$7,500.00	\$7,500.00

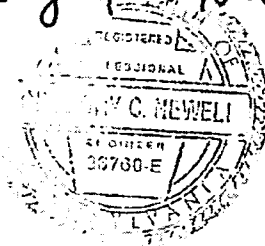
Subtotal \$41,028.50

7.0 Miscellaneous

Pavement Markings/Signage	1	LS	\$15,000.00	\$15,000.00
Lighting	1	LS	\$120,000.00	\$120,000.00
Retaining Walls	1	LS	\$150,000.00	\$150,000.00
Fencing	1,300	LF	\$125.00	\$162,500.00
Safety Fencing	1,190	LF	\$50.00	\$59,500.00
Dumpster Enclosure	1	LS	\$15,000.00	\$15,000.00

Subtotal \$522,000.00

Gregory C. Newell



Grand Total	\$1,934,931.30
10% Contingency	\$193,493.13
	<hr/>
10% Inspection Fee	\$193,493.13
Escrow Total	\$2,321,917.56

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**Radnor Township
Public Works &
Engineering
Departments**

Memorandum

To: Marlou Smith, et al, Villanova University
From: Stephen F. Norcini, PE *SFN*
CC: Robert A. Zienkowski, John Rice, Roger Phillips, P E., John Rockwell Hosbach, Jason Thompson
Date: 10/16/2015
Re: Villanova University, Construction Meeting

The purpose of today's meeting is to ensure that all parties; Villanova University (the University), the Township, and Torcon (this term is to include Torcon and all of its subcontractors), are all on the same page and follow the appropriate rules, regulations, and codes of the Township. This meeting does not supplant the requisite pre-construction meeting to be held onsite with Torcon, the University, Radnor Township, Delaware County Conservation District (DCCD), and Penn DOT, if so needed. Please note that although we work closely with our Community Development Department, this meeting is solely regarding sitework and engineering inspection, not building construction (but does pertain to the deliveries and parking as noted below)

In no way, shape, or form, can any construction activities be performed prior to the recording of the approved land development plans with Delaware County, the developer's agreement is executed, the escrow is approved and funds in place, and all requirements of the land development and conditional use are met. The satisfactory completion of these items will be determined by the Township's Solicitor.

As part of the requirements, the University is required to submit for review and approval the following:

- A plan noting the parking facilities for construction crews
- A plan noting the construction delivery routes, and any signage, message boards, flag people for deliveries
- A plan that depicts the signage that will be put in place on local streets to deter construction traffic

Once all the above is satisfactorily completed, and we look towards construction, the following apply:

1. A contact list from the University must be provided, to include a 24/7 University point of contact, a 24/7 Torcon contact, as well as any other pertinent numbers. The Township will provide contacts for Engineering and Gannett Fleming (engineer and inspector(s))
1. The only site plans to be used, and on site are copies of the set that is recorded with Delaware County. The plans on site must bear the appropriate stamp(s)
2. The Township requires 72 hours notice of the commencement of construction, and 48 hours notice for all milestone inspections.



3. The legal hours of work are weekdays and Saturday are from 7:00 AM to 9:00 PM, and with no work allowed on Sundays and legal holidays. (This means no construction equipment "warming up" before 7:00 AM, or construction deliveries sitting at idle at the site or in the street) Please note that certain work on Saturday's will be at the discretion of the Township if inspections are required. In this instance, 72 hours' notice must be used to request this; and should be sent via email to the contact that will be provided for Gannett Fleming. For example, if Torcon wishes to pave on a Saturday, that would be contingent on the ability to have an inspector on site. Also, although the legal hours of work are stated, I request that the University keep the neighbors in mind as much as possible and not work into the evening hours
4. Prior to the removal of any trees, the appropriate approved plan will be used for the contractor to mark said trees. When this is done, the Township's Arborist will be contacted, along with the inspector, to approve that what is shown in the field complies with the plan, and only then can tree removal commence.
5. When installing plant material, the contractor will contact the arborist and inspector 48 hours prior to installation. The arborist will determine that the plant material on site conforms to the plan, that the plant material is healthy, and planted appropriately. No unsuitable plants will be allowed to be installed.
6. Erosion and sedimentation controls, as stated on the approved plans, are minimum measures. It is the contractor's responsibility to make sure all controls are functioning properly, and perform the required pre and post storm inspections of E & S controls. Our inspector will also be doing so.
7. Tire cleaners must be rigorously maintained, and if proved ineffective, must be addressed immediately. This could take the form of replenishing the tire cleaner, make it larger, or using some other type of device (i.e. a tire wash). Changes to tire scrubbers or the method of control must be made immediately. Failure to do so will have the project shut down until appropriate measure are taken care of.
8. When hauling occurs, the Township requires that the surrounding streets are kept clean, regardless of the weather. If a street sweeper is used (strongly suggested on days of heavy hauling), it must be of the type that removes the dirt and debris (as opposed to windrowing it to the side).
9. Haulers must obey all regulations applicable to them under Township, County, and State requirements (legal weights, tarping all loads, hours of moving heavy equipment, bridge capacity, etc.).
10. The bridge on Ithan Avenue is an obvious limit to truck height, that being said, the Township requires deliveries to be made via Lancaster Avenue (to Ithan). In no way shall local (Township) streets be used for construction traffic.
11. The Township requirements default to Penn DOT requirements in regards to paving means and methods, as well as other areas of construction, not specifically noted.
12. Traffic control will follow that of the approved plans, and Penn DOT Publication 213, "Temporary Traffic Control Guidelines". Torcon should be prepared to supplement the traffic control measures if the base requirement proves to be ineffective.
13. Dust control is an issue that must also be vigorously monitored and addressed. Torcon must use any measures necessary to control dust.

The above noted points are a good starting point for today's meeting. If we determine other issues today, I will send out an email noting them. As always, the contractor and the University must be able to react to different situations encountered during construction, to ensure all regulations are met.

CONDITIONAL USE APPLICATION OF VILLANOVA UNIVERSITY

ORDER

AND NOW, this 24th day of November, 2014, after due deliberation and discussion at public hearings, the Radnor Township Board of Commissioners does hereby grant the Conditional Use Application of Villanova University, subject to the following conditions:

1. The applicant shall comply with all other applicable Township Ordinances and shall submit a land development plan pursuant to the Township's Subdivision and Land Development Ordinance prior to the construction of any facilities.

2. That the transportation, roadway and signalization and improvements necessary for the construction have full access to Ithan Avenue from both the Pike Lot Parking Garage and Lancaster Avenue housing parking area with provisions for stop control for both parking accesses to Ithan Avenue and a pedestrian activated signal including the new pedestrian crosswalk be required if approved by PennDOT, unless waived by the Board of Commissioners during the land development process.

3. That during the land development process an event circulation plan be developed to address event parking and traffic circulation with the input of the Radnor Township Police Department and Township traffic engineer outlining procedures, traffic patterns, parking configurations and way finding techniques for the various sporting and other events held at the University. Upon development of the event circulation plan, Villanova shall be responsible for constructing and/or installing such signs, structures, or other directional aids necessary to implement the event circulation plan.

4. That Villanova University contributes the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) towards the design, approval and installation of a traffic adaptive signal system that would incorporate the following signalized intersections along Lancaster Avenue:

- a. Sprout Road/Spring Mill Road; Aldwyn Lane/ Kenilworth Street
- b. Church Walk
- c. Ithan Avenue
- d. Lowrys Lane
- e. Airdale Road
- f. County Line Road



5 That during the land development process an emergency evacuation plan for the new student housing be developed.

6 That appropriate fencing be provided on both the north and south sides of Lancaster Avenue in the area of the church walk pedestrian bridge in an effort to restrict pedestrian traffic from accessing the campus. A gate shall be provided for vehicular and pedestrian access during church events if approved by the Board of Commissioners during the land development approval process.

7 That the University preserve the entire area known as the Aldwyn Triangle and restrict it as open space except for that portion of the area necessary to provide pedestrian activity and handicap accessibility improvements for the adjacent SEPTA rail line.

8 That a landscape and buffer plan be developed to comply with Section 280-68.1 D (3)(b) of the Zoning Ordinance.

9 That Villanova seek permission from PECO to plant screening on the south side of the PECO R-100 line to visually screen the SEPTA bridge from the adjacent residential neighbors. Provided that the applicant receives permission, Villanova shall provide an installation and maintenance plan of the vegetation necessary for this screening during land development.

10 Villanova shall provide Radnor Township a list of contractors, subcontractors and vendors and their addresses within twenty (20) days of the execution of any contracts by Villanova in connection with the development and/or construction of the proposed project. The purpose of this list is to permit the Township to audit for required business privilege/mercantile taxes.

11 During the land development process, the Applicant shall use its best efforts to develop and construct stormwater management facilities, including green infrastructure practices and components that meet or exceed infiltration or retention requirements as currently required by the Radnor Township Stormwater Management Ordinance. The Applicant shall conduct soil testing as necessary to determine whether the site can accommodate volume management in excess of 1-inch of run-off from all impervious surfaces resulting from the project. If soil testing indicates that it is possible to provide volume management in excess of 1-inch of run-off, the Applicant shall construct such necessary stormwater facilities on the site to accommodate this increased volume.

12 The Applicant shall obtain revisions to both the Radnor Township and Lower Merion Township Act 537 Plans in order to accommodate the increased waste water disposal generated by the project.

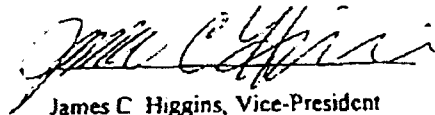
13. The Applicant shall develop a traffic plan during the land development process delineating the paths by which the existing population of commuting and part-time students will be directed to and from parking for each phase of the construction

14. The Applicant shall permit parishioners to park, on a space available basis, on the north side of Lancaster Avenue on existing Villanova property adjacent to the church for church related events

15. The Applicant shall maintain a pedestrian crosswalk from the proposed project site to the existing church at the present church walk location if approved by Penn Dot.

16. The Applicant shall insure that no amplified music or other excessive noise shall emanate from any of the south facing dormitories. During the land development process, the Township and applicant shall establish a permissible sound level at the property boundary of the the Aldwyn Lane residential uses

17. The Applicant's land development plans shall be in substantial conformity with the Conditional use plans dated May 2, 2014 as amended during the hearings.



James C. Higgins, Vice-President

Radnor Township Board of Commissioners

Date of mailing 12/5/14



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Wendy Lee Wadkins, Christopher F. Mulvaney, Mark V. Niemeyer, Charles N. Parsons, Jane L. Fedorczyk, Mark A. Lynch, jointly or severally

in the City of Radnor, State of Pennsylvania its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of February, 2015.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 12th day of February, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 19th day of November, 2015.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

