



Fox Rothschild LLP
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May 7, 2019

VIA CERTIFIED MAIL AND RETURN RECEIPT REQUESTED

Borough of Clifton Heights
30 South Springfield Road
Clifton Heights, PA 19018
Attn: Borough Council

Re: Notice of Termination of Lease for Clifton Field

Dear Borough of Clifton Heights:

This office represents the Upper Darby School District as solicitor, and on behalf of the District, I am transmitting the within notice.

By this correspondence, the District gives the Borough of Clifton Heights Notice of Termination of the attached 1992 lease entered between the District and the Borough.

This Notice of Termination is provided pursuant to the action of the Board on May 6, 2019 in which it exercised its discretion to terminate the lease at least 90 days prior to construction at the site. This termination will be effective no later than August 6, 2019, which is 90 days or more from today's date, or on an earlier date if the Borough and the District can agree on such an earlier date.

The Board understands that Council is opposed to this action. However, the Board urges the Borough to cooperate in providing information on field use so that the District can ensure that those groups currently using the fields under the Borough's management will be able to continue that use without interruption. As you know, it is the intention of the District to phase work at the site to minimize impact to field use.

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota
Nevada New Jersey New York North Carolina Pennsylvania South Carolina Texas Washington



Fox Rothschild LLP
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May 7, 2019

Page 2

Very truly yours,

A. Kyle Berman

AKB:slw

Enclosure



Fox Rothschild LLP
ATTORNEYS AT LAW

May 7, 2019

Page 3

bcc: Dr. Daniel P. McGarry
Patrick A. Grant
Rachel D. Mitchell

LEASE AGREEMENT

LESSOR'S COPY

THIS AGREEMENT OF LEASE, made as of this 15th day of April, A.D., 1992, by and between the UPPER DARBY SCHOOL DISTRICT, a School District of the Second Class in the County of Delaware, Pennsylvania with a mailing address of Burmont Road and Bond Avenue, Drexel Hill, Pennsylvania 19026 (hereinafter referred to as "LESSOR"), and the BOROUGH OF CLIFTON HEIGHTS, a Municipality, organized and operated under the laws of the Commonwealth of Pennsylvania, located in the County of Delaware, Pennsylvania, with a mailing address of 30 South Springfield Road, Clifton Heights, Pennsylvania 19018 (hereinafter referred to as "LESSEE").

W I T N E S S E T H:

WHEREAS, the LESSOR, for and in consideration of the covenants, promises and agreements contained herein upon the part of the LESSEE stipulated to be kept and performed, does hereby demise and let unto the LESSEE the demised premises located within the Borough of Clifton Heights as shown on the attached map, which is incorporated herein and labelled as Exhibit "A" (hereinafter referred to as the "Demised Premises");

WHEREAS, the term of this lease shall be for three (3) years commencing the 15th day of April, A.D., 1992, for an annual rental of One Dollar (\$1.00) in lawful money of the United States of America, payable on or before July 1st of each year. The payment for the year 1992 shall be made on the First day of the term. Such rent is to be paid to the Secretary of the LESSOR at LESSOR'S

mailing address above, or at such other place as the LESSOR shall from time to time designate in writing.

The foregoing notwithstanding, LESSOR shall have the right to terminate this Lease at any time if the Board of School Directors of Lessor determines in its sole discretion that the Demised Premises or any portion thereof is deemed as necessary or appropriate for public school use. In such event, LESSOR shall give LESSEE written notice of its intentions at least ninety (90) days prior to the commencement of construction by certified mail, return receipt requested, to LESSEE at the address listed above.

IT IS HEREBY COVENANTED between the LESSOR and the LESSEE, for themselves and their respective successors and assigns, with the foregoing recitals deemed incorporated herein as an integral part of this agreement, as follows:

1. The LESSEE shall use and occupy the Demised Premises for municipal and/or recreational purposes only.

2. The LESSEE shall not assign this Lease nor underlet, or sublet the premises or any part thereof, however, the parties acknowledge that LESSEE has allowed various community organizations (e.g. Boys Club, Police Athletic League and the Borough's Fourth of July Committee) to use the Demised Premises for various functions and activities. LESSOR and LESSEE agree that these uses will continue to be permitted by the LESSOR (if LESSEE in its discretion desires to do so) for the term of this Lease and any extensions of this Lease.

3. LESSEE agrees not to build or to construct any building or structure or to make any improvements to the Demised Premises without the express written permission of the LESSOR.

4. The LESSEE hereby releases the LESSOR from all responsibility, and expressly assumes all liability in any action for damages which may arise from any kind of injury to anyone by and on account of the use or misuse of the Demised Premises, or by and on account of any physical condition whatsoever that may at any time exist upon the premises during the term of this Lease or any renewal or extension hereof; except for actions for damage arising by or on account of the use or misuse of the Premises by LESSOR, its officers, agents, employees or assigns or by or on account of any physical condition caused by LESSOR or its officers, agents, employees or assigns. And the LESSEE hereby agrees to indemnify LESSOR and save it harmless from any and all such claims. The LESSEE further agrees to have the public liability insurance policy presently carried by LESSEE extended and endorsed so as to cover its use and operation of the Demised Premises for municipal and/or recreational purposes. The LESSEE shall annually file a Certificate of Insurance with the Secretary of the LESSOR at the LESSOR'S mailing address listed above.

5. All improvements, installations and buildings made and constructed by the LESSEE (but not any usable equipment or other property belonging to the LESSEE that may be used by it at any of its other Municipal and/or recreational areas), shall remain on the

premises and become the property of the LESSOR at the end of the term of this Lease.

6. This lease will automatically renew for additional three (3) year terms unless terminated by either LESSOR or LESSEE by ninety (90) days prior written notice, provided to the other by certified mail, return receipt requested at the addresses listed above.

7. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective successors and assigns of said parties.

8. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between LESSOR and LESSEE relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by their appropriate officials.

9. Two originals of this Lease shall be executed. One shall be obtained by the LESSOR the other by the LESSEE.

IN WITNESS WHEREOF, both the parties hereto, intending to be legally bound have, respectively, caused the same to be signed by their proper officers and their common seals to be hereunto affixed, duly attested by their proper officers, as of the day and year first above written.

UPPER DARBY SCHOOL DISTRICT (LESSOR)

BY: Jeresa J. Jurey
PRESIDENT

ATTEST: Edward J. Sivil
SECRETARY

BOROUGH OF CLIFTON HEIGHTS (LESSEE)

BY: Paul R. Solt
PRESIDENT OF BOROUGH COUNCIL

ATTEST: Carol A. Halich
SECRETARY