

not a complementary enterprise to a permitted use.

9.05 If there is any dispute that arises as to the use of the property which is not subject to a legal proceeding as provided in Paragraph 10, such conflict shall be submitted to arbitration as provided in the Arbitration Agreement attached as Exhibit "D."

ARTICLE 10

RIGHT OF RE-ENTRY

In the event the City shall ever trade, sell, exchange, or rezone the property known as the Pier Avenue School as more particularly described in Exhibit "A", the District or its successor in interest shall have the power to terminate the City's right and possessory interest in and to the Pier Avenue School through giving sixty days written notice to the City that within twenty days after the date first set forth in the notice that the District shall cause to be filed a cause of action(s) to cause the Pier Avenue School to revert to the District or its successor in interest, and the reversion shall become effective upon final order of a court of competent jurisdiction.

10.01 The District and the City agree that the City's non-use of all or any portion of the property shall not be deemed a breach of this Agreement.

10.02 The rights granted herein are not intended to preclude the District or its successor in interest from enforcement of any rights in this Agreement by any other remedy available at law or at equity.

ARTICLE 11

RIGHT TO EQUITABLE RELIEF

In the event the District ceases to exist and consolidates or merges with any other school district and if the new successor