

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011,
by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County,
Pennsylvania, sometimes hereinafter referred to as ----- **“OWNER,”**

A N D

BOROUGH OF YOUNGSVILLE, Warren County, a subdivision of the
Commonwealth of Pennsylvania, sometimes hereinafter referred to as ----
“LICENSEE.”

WHEREAS, Owner owns certain real property commonly described as
Youngsville High School, with said property being described at Warren County Deed
Book 324, Page 831 and being identified in the tax assessment records of Warren County
as YV-673-7100. Licensee desires to use a portion of the Youngsville High School for
the purpose of creating and maintaining a bike trail, with said portion being limited to a
strip of land 20 feet in width that will begin at the parking area located at the
northwestern corner of the property and will travel across Owner’s property easterly in
proximity to the Brokenstraw Creek to the eastern edge of the property. The proposed
areas is shown on the attached satellite map, identified as Exhibit A, and is hereinafter
referred to as the “Premises”; and

WHEREAS, Owner is willing to give a revocable license to the Licensee for the
use of said Premises upon the following terms and conditions.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby,
agree as follows:

1. Owner grants a license to Licensee for the period of time commencing on the date and year first above written and expiring upon the termination of this Agreement in accordance with the terms of this Agreement. Additionally, the license herein granted shall automatically terminate upon the sale of the Premises by the Owner, with no action being required by either Party.

2. Licensee agrees to utilize the Premises for the sole purpose of establishing a bike trail. Licensee agrees to restrict Licensee's activities to the Premises that is described in this Agreement, with the express understanding that individuals utilizing the bike trail shall not be permitted to park any **vehicle** on any portion of the Youngsville High School property at any time.

3. During the course of its usage, Licensee agrees to refrain from causing or permitting any damage or other waste to the Premises or District property (including ensuring that the Premises and the adjacent District property remains free of garbage and debris resulting from use of the bike trail). In the event that such damage or waste occurs, Licensee agrees to promptly repair or clean the same to a condition which is at least the equivalent of the condition existing prior to the damage or waste. **In the event that Licenser provides Licensee with notice of damage or waste and Licensee does not repair or clean said damage or waste within 5 days of the receipt of said notice, the Licenser, at its option, may repair or remedy the damage or waste and invoice the Licensee for the cost thereof, which invoice shall be payable by the Licensee within thirty (30) days of the receipt thereof.**

4. This grant of permission is a license only and may be terminated by either Party at any time for any reason. All rights hereunder are personal and may not be assigned by Licensee.

5. Licensee acknowledges that Licensee has had full opportunity to inspect and examine the Premises, and that Licensee accepts this license with the Premises in an

“AS IS” condition with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

6. Licensee shall be solely responsible, financially and otherwise, for the construction and maintenance of the bike path. Licensee agrees to carry and maintain for the benefit of Owner liability insurance (i) that covers the violation of any local, state or federal laws or regulation by the Licensee or the Licensee’s employees, agents, or volunteers; (ii) that covers the negligent construction or maintenance of the bike trail by the Licensee or the Licensee’s employees, agents, or volunteers; (iii) that covers the violation of any term of this Agreement by the Licensee or the Licensee’s employees, agents, or volunteers; (iv) and that lists the Owner as an additional insured. The amount of said insurance shall be, for personal injury and property damage, a minimum of Two Million Dollars (\$2,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Licensee from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of Licensee under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against Owner, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. Licensee shall provide Owner with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall Licensee be permitted to have any access to the Premises until satisfactory proof has been provided to Owner that all required insurance policies are in place and are in full force and effect.

7. Prior to the construction of the bike trail, a pre-construction meeting, at which both the Owner’s Director of Buildings and Grounds and a representative of the Licensee shall be present, must be held to ensure that both Parties and their agents have a clear understanding of the terms and conditions contained in this Agreement. Additionally, unless an emergency is present that poses a danger to persons or property,

Licensee shall give the Owner's Director of Buildings and Grounds at least 10 days written notice prior to the commencement of any maintenance of said bike trail so that the District, at its option, may have a representative present during said work. In the event of an emergency, the Licensee shall contact the Owner's Director of Building and Grounds immediately and notify he or she of the nature of the emergency.

8. The bike trail shall be so excavated, constructed, and maintained so as to do the least possible damage to the property of the Owner, and the Licensee shall at all times restore the premises and all other school district property to the same or better condition in which same were found before such work was undertaken. The Parties agree that no concrete, asphalt, structure of any kind (whether permanent or non-permanent), or personal property of any kind shall be installed or placed on school district property. All improvements, upon completion, shall become, and forever remain, the property of the Owner and its successors and assigns.

9. Licensee shall have the right and exclusive obligation to keep the bike trail clear of all trees, roots, undergrowth and other obstructions, including, without limitation, the right and exclusive obligation to trim, top, re-trim, re-top, cut and keep clear any trees or brush inside the boundaries of the bike trail that may endanger the safe and proper operation of the trail. All trees and limbs cut by Licensee shall remain the property of Owner.

10. Licensee agrees to comply with all local, state and federal laws and regulations applicable at any time.

11. Licensee acknowledges that this Agreement is entered into for the convenience of and at the request of Licensee and agrees to indemnify Owner and hold Owner harmless from all claims, suits and demands (regardless of when such claim, suit, or demand is actually filed or claimed) of every nature and description including attorney's fees made or brought by any third parties against Owner or Owner's successors and assigns, on account of accident or injury to the persons or property of

third parties which may arise out of or on account of (i) the negligent construction or maintenance of the bike trail by the Licensee or the Licensee's employees, agents, or volunteers; (ii) the violation of any local, state or federal laws or regulation by the Licensee or the Licensee's employees, agents, or volunteers; or (iii) the violation of any term of this Agreement by the Licensee or the Licensee's employees, agents, or volunteers. Owner as used throughout this Agreement is intended to mean the WARREN COUNTY SCHOOL DISTRICT as well as its officers, directors, board members, employees and agents. The Parties agree that the terms and obligations imposed by this paragraph shall survive the termination of the Agreement.

12. Owner shall, at all times, have access to the Premises, provided that said access does not unreasonably interfere with the use of the bike trail.

13. The Parties agree that they conduct completely separate businesses or affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that Licensee's employees, agents and members are independent contractors, and not employees or agents of Owner.

14. There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by the Parties.

15. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

Additionally, any court (or arbitrator) construing this Agreement expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary

By: Board President

ATTEST:

BOROUGH OF YOUNGSVILLE

Secretary

Chairman/President