

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by, between and among THE TOWNSHIP OF POTTER, and CENTRE HALL BOROUGH (together hereinafter referred to as “Licensor”), and \_\_\_\_\_ (hereinafter referred to as the “Licensee”), each a “Party” and sometimes referred to as the “Parties” herein.

### **BACKGROUND**

A. Licensor owns that certain real property located in Potter Township, Centre County, Pennsylvania, known as Centre County Tax Parcel No. 20-003-,037C,0000-, and more particularly described in the Office of the Centre County Recorder of Deeds in Record Book 2303, beginning at Page 740 (the “Property”).

B. Licensee desires to secure the privilege of utilizing so much of that certain portion of the Property reflected on Exhibit “A” attached hereto and incorporated herein, as Licensor may designate from year to year, as available for crop farming (the “Crop Farming License Area”).

C. Licensor is willing to grant Licensee access to certain portions of the Property for the purpose of conducting farming activities, specifically, growing crops, pursuant to and subject to the terms, conditions and limitations set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing background recitals and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**Grant of License**

**1.01** Licensor grants to Licensee a license (the “License”) for the non-exclusive use of the License Area on the terms and conditions set forth herein. Licensee acknowledges and agrees that the License and any of the rights granted hereunder constitute a non-assignable personal right and privilege of Licensee only, and shall in no way create in or grant the Licensee any other right, title, or interest in the License Area or the Property.

**1.02** Licensee acknowledges and agrees that Licensee is fully familiar with and has fully inspected the Property and Crop Farming License Area, and is fully apprised concerning the physical condition thereof, the surrounding properties and neighborhood, the availability or unavailability of access to the premises, the availability or unavailability of public water and sewer or other utility service to the Property, the zoning, subdivision and other requirements applicable to the Property, any environmental matters affecting the Property including, but not limited to, the presence or absence of any asbestos containing materials, gasoline storage tanks, toxic waste or hazardous substances in, on, under, or in any manner affecting the Property, the discharge of any hazardous substances under, onto or from the Property. Licensee acknowledges that it is licensing the Crop Farming License Area in an “as is” and “where is” condition “with all faults,” and without any representation or warranties, express or implied, by or on behalf of Licensor concerning the Property, the License Area, or any surrounding properties. Licensee acknowledges that Licensor makes no representation or warranty with respect to the condition, fitness, or availability of the Property or the Crop Farming License Area for any particular use or purpose, and Licensee has relied solely upon Licensee’s own due diligence investigation in entering this License Agreement. Consistent with Licensee’s due diligence inspection, Licensee represents and warrants that Licensee is familiar with the Property and, for itself, its employees, contractors, agents, and

representatives, assumes all risk pertaining to the condition of the Property and any and all dangerous features thereof.

**ARTICLE 2**  
**License**

**2.01** The term of this License (the “License Term”) shall commence on March 15, 2025, and expire on March 15, 2030, unless earlier terminated in accordance with the other provisions of this Agreement. This License Agreement shall not automatically renew.

**Annual Designation of Crop Farming License Area and License Fee**

**2.02** The Property is estimated to contain approximately eighty (80) acres suitable for crop farming, which acreage may be designated each year, in whole or in part, as available for crop farming on an annual basis.<sup>1</sup> Such acres designated from year-to-year (hereinafter referred to as “Annual Cropland Acres”), shall constitute the Crop Farming License Area until a succeeding annual designation of Annual Cropland Acres is made hereunder.

**2.03** It is the intention of the Parties that the Annual Cropland Acres shall be subject to license in the nature of an output contract, where Licensee agrees to farm the entire Annual Cropland Acres designated by Licensor, and shall pay to Licensor a per-Annual Cropland Acre fee, as set forth below.

**2.04** Throughout the License Term, the License Fee paid annually by Licensee to Licensor shall be paid on a per-Cropland Acre basis, and will be multiplied by the number of Annual Cropland Acres designated by Licensor.

**2.05** Licensee acknowledges and agrees that, at Licensor’s sole discretion, the Annual Cropland Acres may (and likely will) fluctuate and be reduced or increased from one year to the

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<sup>1</sup> For purposes of this License Agreement, the term “annual basis” shall mean a period of twelve consecutive calendar months, not necessarily within a single calendar year.

next, during the five (5) year License Term. At the sole discretion of the Agricultural Committee, reimbursement may be made to Licensee for any investment in multi-year crops, should the Annual Cropland Acres used for such purposes no longer be available in succeeding years. Nevertheless, such reimbursement shall not exceed the actual amount of monetary expenditures made by Licensee for the purposes of seed and lime on those Annual Cropland Acres which are no longer available (such amount may be calculated as a percentage of total expenditures).

**2.06** The Agricultural Committee appointed by the Licensor pursuant to Article 3, §3.01 herein shall provide annual notice to Licensee of projected Annual Cropland Acres on or before March 1 of each year, in the form of proposed resolutions prepared for review, consideration and adoption by Licensor's governing bodies,<sup>2</sup> which shall contain a depiction of the proposed Cropland Acres.

### **License Fee**

**2.07** As consideration for the License granted hereunder, Licensee shall pay Licensor the annual fee of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_) Dollars per Annual Cropland Acre designated by Lessor (the "License Fee"). Payments of the License Fee for each year of the License Term shall be due and payable on the first day of April of each year. Payment shall be by two separate but equal cashier's checks (or other certified funds check) for 50% of the annual License Fee amount. One check shall be payable to Centre Hall Borough and one check shall be payable to Potter Township.

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<sup>2</sup> For the purpose of clarity and the avoidance of doubt, the Board of Supervisors of the Township of Potter and the Borough Council of the Borough of Centre Hall.

**ARTICLE 3**  
**Appointment of Agricultural Committee**

**3.01** An “Agricultural Committee” shall be appointed by Licensor. The Agricultural Committee shall be responsible for monitoring compliance with this License Agreement and coordinating any issues related to the License Agreement between Licensee and Licensor.

**Use of the Licensed Premises**

**3.02** Licensee shall have the right to use the Crop Farming License Area for the use and purpose for which it is licensed during the term of this Agreement, to-wit: farming/cultivation of crops (the “Intended Use”). Licensee shall not raise, nor maintain livestock on any portion of the Property. Licensee shall use proper farming practices and shall not apply chemicals or any other substance to the property which may have an adverse effect upon the water supply sites located and maintained on the Property by Centre Hall Borough. Licensee shall, in no event, apply herbicides or pesticides within the Pennsylvania Department of Environmental Protection (“PaDEP”) Public Water Supply setback of four hundred (400’) feet around any designated well pump. The Licensee shall report all herbicides and/or pesticides applied to the Crop Farming License Area to the Agricultural Committee and to Licensor on an annual basis.

**3.03** Licensee shall complete initial soil tests of each field prior to May 1, 2025 and a duplicate set of tests in 2029 prior to May 1, 2029. A copy of soil test results shall be provided to the Licensor. Lime and fertilizer applications shall be made by Licensee according to necessity as indicated by soil test results and Pennsylvania State University (“PSU”) Agronomy Guide recommendations, unless Licensor or the Agricultural Committee expressly agrees to a different application in writing. Manure may be applied to the License Area following Pennsylvania Manure Management Practices, including maintaining setbacks from wells and sinkholes. No residual herbicides should carry over to the next growing season.

**3.04** The following additional terms shall apply to the use of the land:

(a) Licensee shall not install any improvements on the Licensed Area or otherwise make any changes to the Licensed Area, without the prior written approval of the Agricultural Committee, which approval may be withheld at the sole discretion of the Agricultural Committee. Soil may only be disturbed in consultation with the Agricultural Committee if areas need to be leveled or smoothed from prior ruts or gully erosion.

(b) Licensee shall notify Licensor promptly of any unsafe conditions or other matters affecting operations on the Crop Farming License Area.

(c) The Licensor and Agricultural Committee shall have the right to enter and inspect the Crop Farming License Area at any time.

(d) Licensee shall comply with all federal, state, and local laws, rules, regulations, ordinances, and court orders affecting Licensee's use of the Crop Farming License Area. Licensee shall not (i) do or use the Crop Farming License Area for anything other than the Intended Use, nor bring, nor keep anything on any part of the Property which will create a dangerous condition on the Property or constitute a public or private nuisance; nor (ii) commit or suffer any waste upon or about the Property; nor (iii) do anything that might reasonably tend to impair the Licensor's rights in the Property.

(e) Licensee shall not use the Property for the disposal, emission, storage, treatment, release, transportation, processing, or other handling of waste, contamination, PCB's, or other toxic or Hazardous Substances, without the prior

written consent of the Licensor.<sup>3</sup> “Hazardous Substances” shall mean any substances regulated under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”), Toxic Substances Control Act (“TSCA”), the Resources Conservation and Recovery Act of 1976, the federal Clean Water Act, the federal Clean Air Act, the Pennsylvania Clean Streams Law, the Pennsylvania Solid Waste Management Act, or any other federal, state, or local statute, ordinance, regulation, rule, standards, or requirements of common law relating to protections of health and the environment (collectively, the “Environmental Laws”). Licensee shall comply with all applicable federal, state, and local Environmental Laws while on, near, or making use of the Licensed Area. If Licensee receives notice from any governmental authority that reasonably relates to the Licensed Area or Property, Licensee shall immediately notify Licensors and provide the Licensor with a copy of such notice and all other written correspondence received from such governmental authority.

(f) At its sole cost and expense, Licensee shall take or cause to be taken such safety measures that Licensor deems reasonably necessary to avoid injury to persons or damage to property on the Crop Farming License Area related to the Intended Use.

(g) All planting shall be done using a continuous, no-till planting system. No-Till methods must be followed.

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<sup>3</sup> For the purpose of clarity and the avoidance of doubt, *both* governing bodies – the Board of Supervisors of the Township of Potter and the Borough Council of Center Hall Borough must have granted prior authorization in writing for this to be acceptable.

**(h) THE USE OF BIOSOLIDS ON THE CROP FARMING LICENSE AREA IS STRICTLY PROHIBITED.**

**(i)** If crop residues are removed from any crop, a cover crop shall be seeded in a timely fashion.

**(j)** Should any Farm Subsidy payments be realized relative to the Crop Farming License Area or Property, the proceeds shall be shared equally by the Licensee and Licensor. Licensee shall have the duty to account to Licensor for such Farm Subsidy payments within ten (10) business days of Licensee's receipt, without further request or demand by Licensor.

**3.05** Upon the Termination of this License, all of Licensee's equipment, personal property, and materials on the Crop Farming License Area shall be removed, and the Property shall be fully restored to its former condition immediately preceding the Effective Date of this Agreement, in such manner and using such materials as Licensor deems acceptable. Licensee shall repair any and all damage caused as a result of its presence upon or use of any portion of the Property during the term of this License Agreement or occasioned by Licensee's removal of Licensee's property from the Property. If Licensee fails to restore the Property, as required by this section, Licensor may make, or contract for, appropriate restoration at Licensee's sole expense. In such event, Licensor will invoice Licensee for such restoration and Licensee shall pay Licensor's invoice within thirty (30) days from the date of the invoice. This provision shall survive termination of this Agreement.

**ARTICLE 4**  
**Insurance**

**4.01** Licensee, at its own expense, also shall provide and maintain in force during the term of this License Agreement, liability insurance in the amount of not less than \$2,000,000



covering Licensor as well as Licensee with one or more responsible insurance companies duly authorized to transact business in Pennsylvania; Licensor shall be identified in such policy as a named insured and provided coverage coextensive with that provided in favor of Licensee.<sup>4</sup> Such policy shall include standard language requiring that the policy not be altered or cancelled without at least ten (10) days prior written notice by the insurer to Licensor.<sup>5</sup> Licensee shall furnish Licensor with certificates of all insurance required by this section by April 1 of each year, and Licensor may request, and Licensee shall thereupon promptly provide, such certificate at any time. If Licensee does not maintain such insurance in full force and effect, Licensor may notify Licensee of such failure and if Licensee does not deliver to Licensor within five (5) calendar days after such notice, certification showing all such insurance to be in full force and effect, Licensor may, at its option, take out the necessary insurance to comply with the provisions hereof and pay the premiums thereof, and, upon notice, Licensee shall reimburse and pay over to Licensor, any and all amounts so paid or expended by Licensor in securing appropriate insurance coverage.

## **ARTICLE 5** **Indemnity and Waiver**

**5.01** Licensee agrees to indemnify and hold harmless Licensor and all of Licensor's officers, directors, employees, agents, attorneys, representatives, contractors, subcontractors, and their respective directors, owners, officers, employees, agents, attorneys and representatives (each, an "Indemnitee") from and against any and all liabilities, losses, damages (including punitive damages), penalties, costs and/or expenses (including reasonable attorney fees and costs for the defense thereof), causes of action, suits, claims, demands, or judgments of any nature whatsoever,

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<sup>4</sup> For the purpose of clarity and the avoidance of doubt, it is intended that *both* the Township of Potter and the Borough of Centre Hall shall each be identified as named insureds and provided such coextensive coverage.

<sup>5</sup> For the purpose of clarity and the avoidance of doubt, it is intended that *both* governing bodies – the Board of Supervisors of the Township of Potter and the Borough Council of Center Hall Borough shall be provided such prior written notice.

howsoever caused, without regard to the form of action and whether based on strict liability, negligence, or any other theory of recovery at law or in equity arising from (i) any matter pertaining to Licensee's business, use, conduct, management, non-use, condition, or maintenance of the Crop Farming License Area (ii) any casualty in any manner arising from Property, whether or not any Indemnitee has or should have knowledge or notice of any defect or condition causing or contributing to such casualty, (iii) any violation of Licensee of any provision of this License Agreement, any contract or agreement to which Licensee is a party, or any requirement of any federal, state, or local law, regulation, rule, ordinance or court order, or (iv) any alleged, threatened or actual Environmental Violation, including (A) liability for response costs and for costs of removal and remedial action required by the federal government, any state or local governmental unit or any other person or entity, or damages from injury to, or destruction or loss of, natural resources, including the reasonable costs of assessing such injury, destruction or loss, incurred pursuant to Section 107 of CERCLA, or any successor section or act or provision of any similar state or local law, (B) liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any other Environmental Laws, and (C) liability for personal injury or property damage arising from any statutory or common law tort theory, including damages assessed for the maintenance of a public or private nuisance or for carrying on of a dangerous activity; or (iv) from any act or negligence within the Crop Farming License Area by Licensee, its affiliates, officers, directors, employees, agents, representatives, contractors, customers, suppliers, guests, or anyone else claiming under Licensee. In case of any action or proceeding brought against Licensor by reason of any such claim, Licensee shall, upon notice from Licensor or any Indemnitee hereunder, defend the action or proceeding through the engagement of counsel acceptable to Licensor or such Indemnitee, as the case may be.

Licensor and Indemnitee will cooperate and assist in the defense of such action or proceeding, if reasonably requested to do so by Licensee. The obligations of Licensee under this Article shall survive the termination or expiration of this License Agreement.

**5.02** Licensor shall not be liable for any loss, injury, or damage to Licensee for injury or damage to person or property caused by: (i) theft, robbery, vandalism, insurrection, inclement weather, natural disaster, fire or other casualty; (ii) any interruption in the use of the Property or the Crop Farming License Area, or (iii) termination of this License Agreement. Licensee hereby assumes all risk of damage to property or injury to persons in or about the Crop Farming License Area and hereby waives any and all claims against Licensor and its officers, directors, employees, agents, attorneys, and representatives on account of the same.

**5.03** The Parties acknowledge and agree that this License Agreement is not intended to waive any of Licensor's rights, immunities or protections under applicable statutory or other law, including the Political Subdivision Torts Claims Act, which the Parties agree are intended to apply with full force.

**5.04** Unless specifically provided herein to the contrary, any claim based on or in respect of any liability of Licensor under this License Agreement shall be limited to actual damages and shall be enforced only against the Premises and not against any other assets, properties or funds of Licensor, or any member, manager, officer, employee, agent or representative of Licensor.

## **ARTICLE 6** **Default and Termination**

**6.01** Licensee shall be in default if Licensee breaches or fails to observe or perform any material term or obligation required by this Agreement. In the event of a default by Licensee, the Licensor shall provide written notice to Licensee of the default and a period of ten (10) business

days to cure a monetary default and thirty (30) days to cure a non-monetary default. If Licensee fails to cure the default within such ten (10) day or thirty (30) day cure period, as applicable, the Licensor shall have all rights and remedies available to it at law and in equity, including the right to immediately terminate this Agreement and/or Licensee's right to use the Licensed Premises by written notice to Licensee. In the event of a default, Licensee shall be responsible for paying any reasonable attorney's fees and court costs incurred by the Licensor in connection with the enforcement of its rights under this Agreement.

**6.02** All rights and remedies of Licensor under this Article 6 and under this License Agreement shall be cumulative, and none shall exclude any other right or remedy at law, in equity, by any other provision of this License Agreement, or otherwise, and Licensor shall not be put to any election of remedies. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion therefore arises.

**6.03** Notwithstanding the foregoing, Licensor may terminate this License for any reason upon one hundred eighty (180) days' written notice.

## **ARTICLE 7**

### **Assignment, Sublicense, and Prohibition Against Expansion**

**7.01** Licensee has no right to assign, sublicense, or expand the scope of the License, or any of the rights, benefits, duties, and obligations conferred under this License Agreement without prior written approval, signed by the authorized representatives of Licensor<sup>6</sup> and any attempt to do so shall constitute a default hereunder. It is expressly understood that the License is a personal right and privilege of Licensee only.

## **ARTICLE 8**

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<sup>6</sup> For the purpose of clarity and the avoidance of doubt, *both* governing bodies – the Board of Supervisors of the Township of Potter and the Borough Council of Center Hall Borough must have granted prior authorization in writing for this to be acceptable.

**Notices and Addresses**

**8.01** All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

**Licensor:**

Potter Township  
124 Short Road  
Spring Mills, PA 16875

**Licensee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND**

Centre Hall Borough  
P. O. Box 54  
134 North Hoffer Avenue  
Centre Hall, PA 16828

Rent shall also be mailed to Licensor at the above address.

**Binding Effect**

**8.02** This License Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well their successors and permitted assigns.

**Pennsylvania Law Applies; Exclusive Forum**

**8.03** This License Agreement shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania. The Parties acknowledge that this License Agreement shall be deemed to be executed in Centre County, Pennsylvania and all obligations created hereunder are performable in Centre County, Pennsylvania. Any litigation concerning this License Agreement shall be conducted exclusively in the Centre County Court of Common Pleas; accordingly, the Parties submit to the personal jurisdiction and venue of the Centre County Court of Common Pleas, as the exclusive forum for any dispute relating to or arising out of this License Agreement.

### **Legal Construction**

**8.04** In any case one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **Prior Agreements Superseded**

**8.05** This License Agreement constitutes the sole and only agreement of the Parties hereto addressed to its subject matter, and supersedes any prior or contemporaneous understandings or written or oral agreements between the Parties respecting the same subject matter.

### **Rights and Remedies Cumulative**

**8.06** The rights and remedies provided by this License Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have at law, under statute, ordinance, in equity, or otherwise.

### **Waiver of Default**

**8.07** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this License Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein. Any waiver must be in a writing signed by the party to be charged in order to be given effect.

### **Waiver of Jury Trial**

**8.08** Licensee and Licensor hereby waive their rights to a jury trial in any action proceeding or counterclaim brought by either of the parties hereto against the other on any matters

arising or connected with this License Agreement, the relationship of Licensor and Licensee, Licensee's use or occupancy of the License Area, and/or any claim of injury or damage. If Licensor commences any proceedings for nonpayment of License Fee or for possession of the License Area, Licensee will not interpose any counterclaim in any such proceeding. This shall not be construed as a waiver of Licensee's right to assert such claims in any separate action brought by Licensee.

### **Time of Essence**

**8.09** Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor. For the purpose of clarity and the avoidance of doubt, this shall include Licensee's payment obligations, Licensee's compliance with any testing and reporting requirements, any notices required hereunder, and Licensee's removal from and restoration of the Property, at the conclusion of the Term.

### **No Joint Venture or Other Relationship**

**8.10** The terms of this License Agreement shall not be interpreted to mean that Licensor and Licensee are partners, or joint venturers, or landlord and tenant; it being understood that the relationship of the parties hereto is solely that of Licensor and Licensee.

### **Miscellaneous**

**8.11** The parties hereto declare that they have read and understand each and every term, provision, covenant and condition set forth in this License Agreement and in any document incorporated by reference. The Parties hereto signed this License Agreement for the consideration herein expressed. Any addition to, variation of, or modification of this Agreement shall be void and ineffective unless in writing signed by the Parties hereto, subsequent to the date hereof. To the extent the Parties have a right at law to modify this Agreement verbally or through their conduct

short of a subsequent writing signed on behalf of each Party, the Parties hereby knowingly, intelligently, voluntarily, and irrevocably waive such right. No failure of either Party to insist upon the strict performance of any condition or covenant of this Agreement or to exercise any right or remedy consequent upon a default hereunder shall constitute a waiver of any such condition, covenant, or default. Any waivers shall be in writing by the party sought to be charged. All individuals signing this Agreement are duly authorized to sign and deliver this Agreement on behalf of the respective party on whose behalf they are acting.

**IN WITNESS WHEREOF**, the undersigned Licensor and Licensee hereto execute this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

LICENSEE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

LICENSORS -

POTTER TOWNSHIP:

By:\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CENTRE HALL BOROUGH:

By:\_\_\_\_\_



## **EXHIBIT A**

This **Exhibit A** depicts the Tri Municipal Park Ground located in Potter Township, Centre County, Pennsylvania, known as Centre County Tax Parcel No. 20-003-,037C,0000-, more particularly described in the Office of the Centre County Recorder of Deeds at Deed Book 2302, Page 740, and referred to within the License Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ as the “Property”, together with that portion outlined in red, which constitutes the Crop Farming License Area under said License Agreement for the first year of the Term thereof.

