

**RESOLUTION NO. 2015-29
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE LICENSE AGREEMENT BY AND
BETWEEN RADNOR TOWNSHIP AND FRIENDS OF RADNOR 284, INC.
FOR A PROPERTY LOCATED NEAR THE INTERSECTION OF GODFREY
ROAD AND DARBY PAOLI ROAD**

WHEREAS, Radnor Township ("Township") is the owner of certain property located at and known as the Wheeler Tract, located near Godfrey Road and Darby Paoli Road (the "Property").

WHEREAS, Friends of Radnor, Inc. ("Licensee") was formed for the express purpose of supporting and benefitting the Radnor Troop 284, a chartered Boy Scout Troop in Radnor Township (the "Troop").

WHEREAS, the Troop has been occupying the Property for over sixty (60) years via lease between the Troop and the Property's previous owner, which lease expired upon the Township's acquisition of the Property.

WHEREAS, Licensee, on behalf of the Troop, wishes to enter into a License Agreement for the Troop to continue to use the Property for a period of six (6) months.

WHEREAS, the Board of Commissioners now intends to approve the proposed License Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the attached License Agreement for the Property.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 23 day of February, 2015.

RADNOR TOWNSHIP

By: William A. Spingler
Name: William Spingler
Title: President

ATTEST: _____

2.16.15

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") made as of the _____ day of _____, 2015 (the "Effective Date"), by and between **RADNOR TOWNSHIP** (the "Licensor") and **FRIENDS OF RADNOR 284, INC.** (the "Licensee").

WITNESSETH:

A. Licensor is the owner of certain property located near the intersection of Godfrey Road and Darby Paoli Road in Radnor Township consisting of approximately 1 acre and containing a cabin, described as Parcel "E" also known as a portion of the "Wheeler Tract" as set forth on the Boundary Survey plan prepared by Momenee Survey Group, Inc. attached hereto as Exhibit "A" (the "Property").

B. In January, 2014, Licensee was formed for the expressed purpose of supporting and benefitting the Radnor Troop 284, a chartered Boy Scout Troop in Radnor Township (the "Troop") and preserving open space in Radnor Township.

C. The Troop has been occupying the Property for more than sixty (60) years during which time the Troop has used the Property for purposes consistent with the mission of the Boy Scouts of America (the "Existing Use"). The Troop has occupied the Property pursuant to a certain lease between the Troop and Licensor's predecessor in interest (the "Lease").

D. Upon Licensor's acquisition of the Property on December 23, 2014, the Troop's Lease expired and Licensee is currently in negotiations to purchase the Property from Licensor.

E. Licensee, through the Troop, desires to continue to use the Property for the Existing Use, for a period of six (6) months commencing on the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of License.

1.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, on behalf of the Troop, a license to use and occupy the Property for the Existing Use.

1.2. No legal title, leasehold or other interest in the Property is granted or conveyed pursuant to this Agreement, nor does this Agreement create a landlord-tenant relationship between Licensor and Licensee or the Troop.

2. Term.

2.1. The initial term of this Agreement (the "Term") shall be six (6) months, commencing on the Effective Date. In the event that neither party has elected to cancel this Agreement by issuing the other party written notice at least thirty (30) days prior to the expiration of the Term, the Term shall be automatically extended for consecutive periods of six (6) months until such time as notice of termination is given pursuant to this Section 2.1 or Section 2.2 below.

2.2. Notwithstanding the foregoing, Licensor or Licensee shall have the right to terminate this Agreement effective as of the last day of any calendar month by giving written notice of termination to other party (the "Termination Notice"). The Termination Notice shall specify the date on which the Term shall end, which date shall be not less than ninety (90) days after the date that such notice is given. The Term shall end on the date set forth in the Termination Notice with the same force and effect as if such date were the date originally set forth in this Agreement for the expiration of the Term.

3. License Payments.

In consideration of the grant of the license, Licensee shall pay Licensor the sum of ONE DOLLAR (\$1.00) per month (the "License Payments") for each month of the Term.

4. Use; Compliance with Law.

4.1. The Troop, as authorized by Licensee, shall use and occupy the Property solely for the Existing Use.

4.2. Licensee, on behalf of the Troop, shall obtain all permits necessary for and comply with all laws and regulations relating to the use and occupancy of the Property.

5. No Services.

Licensor shall not be obligated to provide any services to Licensee, to the Property, or otherwise under this Agreement.

6. Exclusion of All Warranties.

Licensee has inspected the Property, and accepts it in its current condition, "AS IS."

7. No Alterations.

Neither Licensee nor the Troop shall not make any alterations or improvements to Property without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed.

8. Indemnification of Licensor.

Except to the extent caused by the negligence or misconduct of Licensor, Licensee hereby agrees to indemnify, defend and hold Licensor, its partners, shareholders, officers, directors, agents and employees harmless from and against any and all claims, suits, actions, liabilities, losses, damages and expenses (including without limitation, attorneys' fees and court costs) arising from or in connection with (a) the negligence or willful misconduct of Licensee, or (b) failure by Licensee to perform any of its obligations under this Agreement.

9. Damage to Property.

Licensee shall be solely responsible for the cost of repairing any damage to the Property (including the existing cabin) caused by Licensee or its agents, employees, representatives, contractors, subtenants, licensees or invitees.

10. No Assignment by Licensee.

Licensee shall not have the right to assign this Agreement.

11. Licensor's Right of Access.

Licensor shall have access to the Property upon twenty four (24) hours notice to Licensee for such purposes as Licensor may deem necessary, except that in case of emergency, no notice shall be required.

12. Surrender.

Licensee and the Troop shall surrender the Property to Licensor at the expiration or earlier termination of the Term in the same condition as it is on the date of this Agreement, reasonable wear and tear excepted.

13. Default and Licensor's Remedies.

The failure of Licensee, or the Troop as the case may be, to perform any of its obligations under this Agreement and the continuation of such failure for ten (10) days after notice from Licensor to Licensee shall constitute an event of default ("Event of Default"), upon the occurrence of which, Licensor shall have, in addition to all remedies available at law or equity, the right to terminate this Agreement and to reenter and take possession of the Property.

14. Waiver.

No waiver by Licensor of any breach or default in the performance of any of Licensee's obligations shall constitute a waiver of any subsequent breach or default.

15. WAIVER OF TRIAL BY JURY.

LICENSOR AND LICENSEE EACH WAIVE, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT.

16. Consent to Jurisdiction.

The parties agree that any suit, action or other legal proceeding arising out of this Agreement may be brought in the courts of record of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and consent to the jurisdiction of each such court (as well as all courts from which an appeal may be taken from the aforesaid courts) in any such suit, action or proceeding.

17. Limitation of Liability.

Licensee shall look solely to Licensor's interest in the Property for enforcement of any obligation of Licensor under this Agreement or under applicable law. No other property or other assets of Licensor shall be subject to levy, execution or other enforcement proceeding.

18. Notices.

Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) legible facsimile (followed by hard copy sent concurrently with such facsimile, in accordance with preceding subsections (a) or (b)), and such notices shall be addressed as follows:

If to Licensor:

Radnor Township
301 Iven Avenue
Wayne, PA 19087
Attention: Township Manager
Facsimile:

With a required copy to:

Grim, Biehn & Thatcher
104 S. Sixth Street
P.O. Box 215
Perkasie, PA 18944-0215

Facsimile No.: (215) 257-5374

If to Licensee:

Friends of Radnor 284, Inc.

Facsimile No.: _____

With a required copy to:

Saul Ewing LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087
Attention: David J. Falcone, Esquire
Facsimile No.: 610-722-32070

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Notice given by facsimile shall be effective upon receipt of such facsimile (subject to the requirement that hard copy be sent concurrently in accordance with this Section). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

19. Survival.

All liabilities and obligations of Licensee under this Agreement shall survive the expiration or earlier termination of the Term.

20. Interpretation of Agreement.

The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of its provisions. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

21. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. Entire Agreement; Requirement for Writing.

22.1. This Agreement and the exhibits attached to this Agreement contain the final and entire agreement of Licensor and Licensee and are intended to be an integration of all prior negotiations and understandings. Neither Licensor nor Licensee shall be bound by any

covenants, agreements, statements, representations or warranties, oral or written, not contained in this Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

23. Severability.

If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

24. Drafts not an Offer to Enter into a Legally Binding Contract.

The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when Licensor and Licensee have fully executed and delivered to each other a counterpart of this Agreement.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

26. Successors and Assigns.


Subject to Article 11, this Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided that Licensor and each successive holder of Licensor's interest in the Property shall be liable only for obligations accruing during the period that it is the holder of such interest. From and after the transfer by Licensor or such successive holder of its interest in the Property, Licensee shall look solely to the successors for the performance of Licensor's obligations hereunder arising thereafter.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

LICENSOR:

RADNOR TOWNSHIP

By: William A. Spengler
Name: WILLIAM A. SPENGLER
Title: PRESIDENT

By: 
Name: Robert Zienkowski
Title: Township Manager

By: _____
Name: _____
Title: _____

LICENSEE:

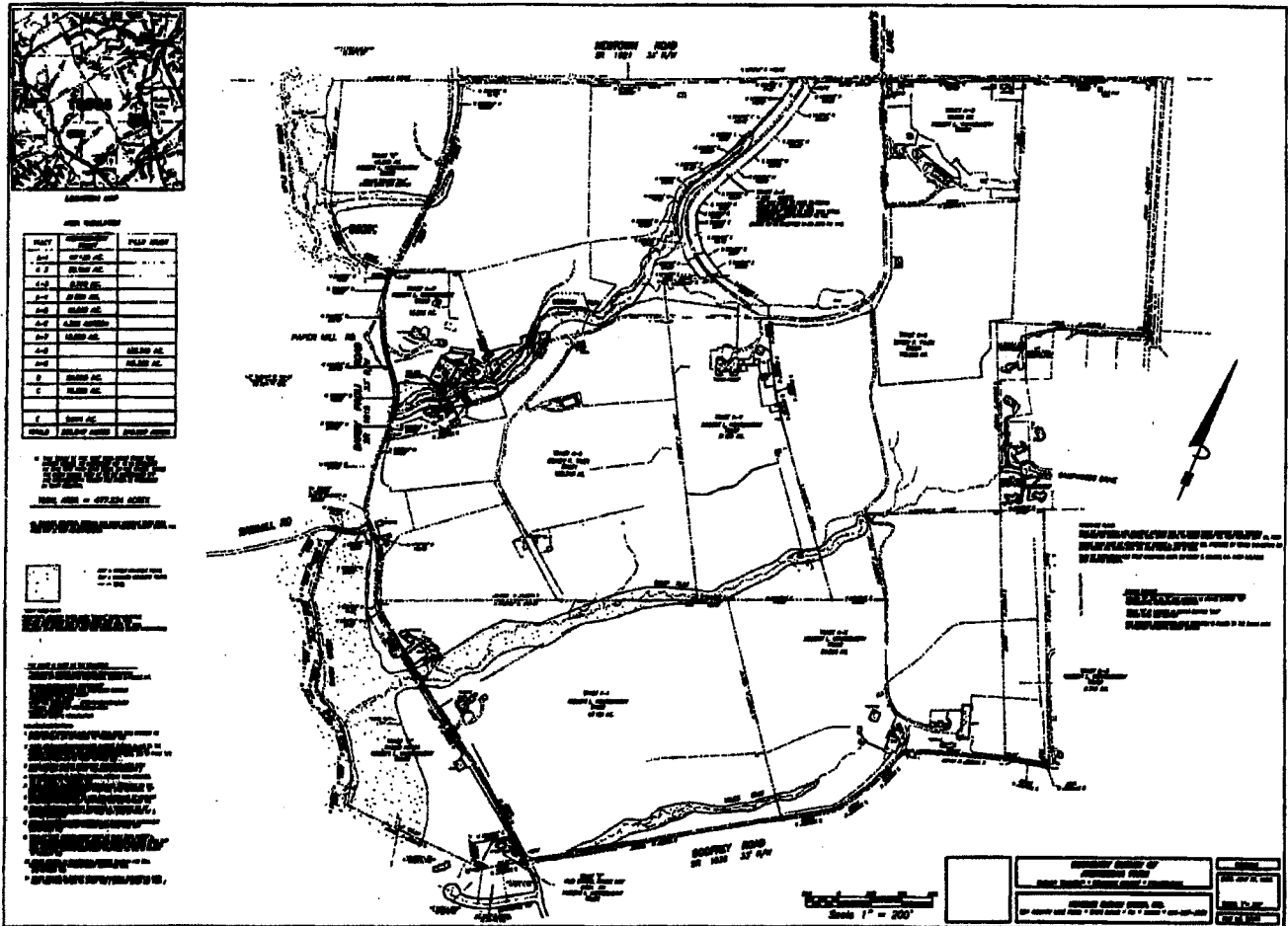
FRIENDS OF RADNOR 284, INC.

By: _____
Name: _____
Title: _____

TROOP:

RADNOR TROOP 284

By: _____
Name: _____
Title: _____



NO.	DESCRIPTION	AREA
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Exhibit A