

**WHITEHALL ROAD REGIONAL PARKLANDS
LEASE AGREEMENT**

THIS LEASE AGREEMENT made this 3rd day of October, 2011, by

and between:

FERGUSON TOWNSHIP, a Home Rule municipality, having offices at 3147 Research Drive, State College, Centre County Pennsylvania; and **CENTRE REGION COUNCIL OF GOVERNMENTS**, a municipal body, having offices at 2643 Gateway Drive, Suite 3, State College, Pennsylvania party of the first part, hereinafter collectively referred to as "Lessor,"

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CENTRE REGIONAL RECREATION AUTHORITY, a municipal authority organized under the laws of the Commonwealth of Pennsylvania, having offices at 2643 Gateway Drive, State College, Pennsylvania, party of the second part, hereinafter referred to as "Lessee."

RECITALS:

Lessor is the owner of certain real premises situate in Ferguson Township, Centre County, Pennsylvania, as more fully described in Deed dated May 28, 2008 and recorded in Centre County Record Bk. 2011 at page 964; and Deed dated September 1, 2010 and recorded in Centre County Record Bk. 2063 at page 733. The real premises are subject to restrictive covenants running in favor of the Pennsylvania Department of Conservation and Natural Resources as more fully set forth in the aforementioned conveyances.

Lessor's acquisition of the real premises is authorized and governed by joint Articles of Agreement existing by and among the COG municipalities dated 11th day of December, 2008.

It is the intention of Lessor and Lessee to develop, maintain and operate facilities on the real premises for use as a public park available for the use of the general public.

It is the purpose of the within Lease Agreement to provide for the development of the park and to continue the relationship between Lessor and Lessee for ongoing maintenance and operations of the public park.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. Initial Term. Lessor hereby leases to Lessee the lands described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Whitehall Road Regional Park" or "Park") for a term of fifty (50) years commencing January 1, 2012 and extending through December 31, 2061 for the purposes and uses hereinafter set forth.

2. Extension. In the forty-ninth (49th) year of the within Lease Agreement, Lessor and Lessee will meet to discuss further extension of the within Lease Agreement.

3. Rental. Lessee shall pay to Lessor One (\$1.00) Dollar per year to lease the premises described more fully on Exhibit "A" attached hereto and made a part hereof. Said lease payment may be made, in the discretion of Lessee, in advance by providing Lessor with funds in the amount of Fifty (\$50.00) Dollars for the initial term of the within Agreement.

4. Development. Lessee shall have the obligation and right to develop the Whitehall Road Regional Park in accordance with Master Site Plan as approved by the COG General Forum. Lessee

shall be responsible for design, bidding and construction as a part of the overall development process. Lessee shall have full responsibility for implementation of the approved development plans.

5. Operation and Maintenance. Lessee shall be fully responsible for the construction, maintenance and operation of the Park facilities of whatsoever kind and whatsoever nature, including, but not limited to the following:

- (A) Turf, trees and landscaping within the Park;
- (B) Removal of trash, litter and the provision of trash and recycling receptacles;
- (C) Maintenance of signage as may be required;
- (D) Asphalt paving, line painting and maintenance of all parking areas; and
- (E) Snow and ice removal as may be necessary for the proper care and maintenance of

the Park.

6. Program Responsibility. Lessee shall be fully responsible for programming activities to be carried out within the Park.

7. Lessee Liability During the Term of this Agreement. Lessee agrees as follows:

(A) To secure, maintain and keep in full force and effect a public liability insurance policy protecting against injury or property damage occurring in or about the said premises, providing certificate of insurance to Lessor. Limits shall be One Million (\$1,000,000.00) Dollars each occurrence for personal injury or property damage and Two Million (\$2,000,000.00) Dollars for personal injury or property damage in the aggregate. Said policy shall list the Lessee and Lessor as insureds as their interests may appear; and

(B) Lessee shall be solely liable for any injuries, damages or claims which may arise from the use, installation, inspection, maintenance and operation of the facilities including, without

limitation, all program activities planned, sponsored or controlled by Lessee, and further agrees to hold Lessor harmless from any and all such claims which arise from the use and operation of the facilities including, without limitation, all program activities planned, sponsored or controlled by Lessee.

(C) Each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage and all reasonable expenses incidental to the investigation and defenses thereof to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 7(C) shall be for the indemnified party to promptly advise, in writing, the indemnifying party of the claim.

8. Assignability. Lessee may assign the within Agreement to successor organizations created to oversee Park operations. Assignee must accept the same terms and provisions of the within Agreement and any such assignment is subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessor may transfer ownership of the fee to third parties, however, any such transfer shall be subject to the terms and provisions of the within Agreement.

9. Subleasing. Lessee may not sublease all or any portion of the real premises without the prior written consent of Lessor.

10. Waiver. No delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any provision, covenant or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of any other or the same provision, covenant or condition.

11. Entire Agreement. This Agreement contains the entire and only agreement between the parties concerning the leasehold premises. No prior oral or written statements or representation, if any, of any party hereto or any representative of a party hereto, not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except by a writing executed by both parties.

12. Successors-in-Interest. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their successors and assigns, as the case may be.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease Agreement intended to be legally bound hereby, both parties acting pursuant to the authority vested in them by their appropriate governmental bodies.

LESSOR:

ATTEST:

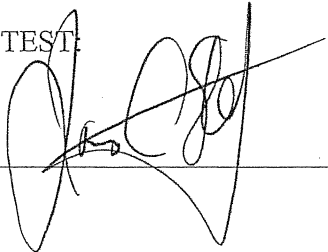
FERGUSON TOWNSHIP



By: 

ATTEST:

CENTRE REGION COUNCIL OF GOVERNMENTS

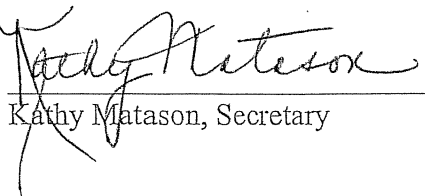



By: 

ATTEST:

LESSEE:

CENTRE REGIONAL RECREATION AUTHORITY


Kathy Matason, Secretary

By: 
Sue Mascolo, Chairperson

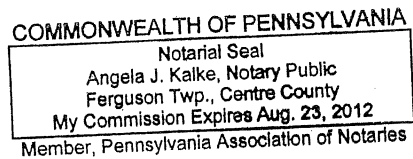
STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 3rd day of October, 2011, before me, the undersigned officer, personally appeared George Ryki, who acknowledged himself/herself to be the Chairman of BOS of Ferguson Township, the foregoing home rule municipal body, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 8-23-12

Angela J. Kalke



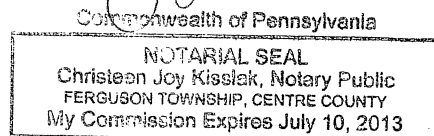
STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 28th day of SEPTEMBER, 2011, before me, the undersigned officer, personally appeared RONALD L. FILIPPELLI, who acknowledged himself/herself to be the Chairman of Centre Region Council of Governments, the foregoing municipal body, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 7. 10. 13

Christeen Joy Kissiak



STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 28th day of SEPTEMBER, 2011, before me, the undersigned officer, personally appeared Sue Mascolo, who acknowledged herself to be the Chairperson of Centre Regional Recreation Authority, the foregoing municipal authority, and that she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 7.10.13

Christeen Joy Kisslak

Commonwealth of Pennsylvania
NOTARIAL SEAL
Christeen Joy Kisslak, Notary Public
FERGUSON TOWNSHIP, CENTRE COUNTY
My Commission Expires July 10, 2013