

LIMITED LICENSE FOR PROPERTY ACCESS

This Limited License for Property Access (this “**License**”) is made as of this ____ day of _____, 2018 (the “**Effective Date**”) by and between York Haven Power Company, LLC (“**YHPC**”) and the undersigned (“**User**”).

RECITALS

A. YHPC and User were party to a Recreational Lot License (the “**Lot License**”) that granted User a license to occupy a certain residential lot on Shelley or Bashore Island (as more particularly specified in the Lot License, the “**Lot**”) in the Susquehanna River, Londonderry Township, Pennsylvania, during the 2017 summer recreational season.

B. The Lot License obligated User to demolish and remove all structures and personal property located on the Lot by November 14, 2017 (the “**Initial Demolition Deadline**”). The return of User’s security deposit under the Lot License was conditioned on completion of the demolition and removal obligations as set forth in the Lot License.

C. YHPC is willing to grant User additional time to complete its demolition and removal obligations provided User complies with all related obligations set forth in the Lot License and all terms set forth below.

D. User desires access to the Lot for the purpose of discharging its demolition and removal obligations. YHPC is willing to grant User such access in accordance with the terms set forth below.

Now, therefore, YHPC and User agree as follows:

1. PROPERTY ACCESS.

a. YHPC hereby grants User a limited, nonexclusive license to access via watercraft and utilize the Lot for the sole purpose of demolishing and removing all structures, mobile homes, trailers, vehicles, equipment and other personal property and debris on the Lot and related activities (the “**Demolition and Removal Work**”). User may only access and use the Lot during daylight hours. Any use or occupancy of any residential structures on the Lot is strictly prohibited. The term of this License, and the access granted hereunder, shall expire on July 31, 2018, except to the extent of those provisions of this License that expressly survive the termination or expiration of this License.

b. The license and all other rights granted to User under this License are conditioned upon (i) the User’s Lot License being in full force and effect during the 2017 summer recreational season, and (ii) except with respect to the outstanding Demolition and Removal Work, no User breach being in existence under the Lot License as of the Initial Demolition Deadline.

2. SAFETY & SECURITY. User acknowledges that the Demolition and Removal Work is inherently dangerous and may pose substantial risks including but not limited to severe bodily injury, death, property damage or other harm to persons or property. As such, User acknowledges that safety and security are of paramount concern and hereby agrees to adhere at all times to YHPC

policies and procedures for the use of recreational facilities, to the provisions governing the Demolition and Removal Work set forth in the Lot License, which are incorporated herein by reference, and all applicable laws and regulations related to environmental protection, health and safety. User shall further be solely responsible for the safety of any guests, invitees, contractors and agents, if any, on and around the Lot, including without limitation compliance with all applicable laws and regulations.

3. **WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION.** USER ACKNOWLEDGES THAT ACCESSING THE LOT POSES SUBSTANTIAL RISKS, BOTH KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED, INCLUDING BUT NOT LIMITED TO SEVERE BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER HARM TO PERSONS OR PROPERTY. BY EXECUTING THIS LICENSE AND ACCESSING THE LOT, USER HEREBY VOLUNTARILY ACCEPTS AND INCURS ALL SUCH RISKS AND ACKNOWLEDGES THAT YHPC AND ITS EMPLOYEES, AFFILIATES, OFFICERS, MANAGERS, AGENTS, REPRESENTATIVES, LENDERS AND INSURERS (THE “**RELEASED PARTIES**”) ASSUME NO LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER HARM ARISING OUT OF OR IN ANY WAY CONNECTED TO USER ACCESSING AND OTHERWISE UTILIZING THE LOT. USER WILLINGLY AND VOLUNTARILY WAIVES, RELEASES AND FOREVER DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, FEES (INCLUDING ATTORNEY’S FEES AND RELATED EXPENSES), COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST THE RELEASED PARTIES WHICH MAY ARISE DURING OR RESULT FROM PARTICIPATION IN OR CONNECTION WITH ACCESSING OR OTHERWISE UTILIZING THE LOT. THE OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE.

4. **NO INTERFERENCE.** User agrees that its activities performed under this License shall not cause interference with YHPC, recreational users of Shelley and Bashore Islands and other licensees pursuing their respective Demolition and Removal Work.

5. **COMPLIANCE WITH LAWS/PERMITS.** User shall, in all activities undertaken pursuant to this License, comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees applicable to User’s accessing or otherwise utilizing the Lot.

6. **CLEAN-UP.** User shall keep the Lot and surrounding areas free from accumulation of debris, waste materials or rubbish caused by its activities. User shall, at its sole cost and expense, be solely liable for any damage to the Islands which arises from or is in any way connected to User’s activities hereunder.

7. **MISCELLANEOUS.** a. This License constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this License. b. This License cannot be modified except by a written addendum executed by authorized representatives

of both parties. c. If any provision of this License should be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this License is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. d. The sections of this License which by their nature are intended to survive termination or expiration of this License will survive. e. This License shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to conflicts of laws provisions. f. User shall not delegate, transfer, assign or encumber any right or interest it may have pursuant to this License, in whole or in part. Any attempted delegation, transfer, assignment or encumbrance shall be void.

In witness whereof, this License was executed by the undersigned parties as of the date first set forth above.

USER:

[signature of user]

[printed name of user]

YHPC:

York Haven Power Company

By: _____

Eli Hopson, Secretary