

LICENSE AGREEMENT FOR ACCESS

THIS LICENSE AGREEMENT (this "Right-of-Access"), is made this ____ day of April, 2012, by and between the VILLAGE OF GRANVILLE, OHIO, a municipal corporation (the "Licensee"), and PARK NATIONAL BANK, a federally-chartered bank (the "Licensor").

WHEREAS, Licensee is the fee simple owner of certain real property located in Licking County, Ohio, more particularly shown on Exhibit A, located at 118 South Main Street, Granville, Ohio (the "Licensee's Property"); and

WHEREAS, Licensee desires to obtain and Licensor desires to grant a revocable non-exclusive license to use a portion of the Licensor's properties as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Right-of-Access Area") for ordinary driveway purposes so that Licensee has ingress to, and egress from, the Licensee's Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the foregoing and as follows:

1. License. Licensor hereby grants to Licensee a revocable non-exclusive license for ordinary driveway purposes on, over and across the Right-of-Access Area for use in relation to Licensee's property, and more specifically for the purpose of the Licensee having vehicular access across Licensor's Property. This Right-of-Access is granted only to allow Licensee and its employees, agents, and contractors access to Licensee's Property. Licensee covenants that the exercise of its rights hereunder will not unreasonably disrupt or interfere with Licensor's business activities and ordinary traffic flow.

2. Representation and Warranties of Licensee. Licensor represents and warrants that: (i) it has the requisite power and authority to execute and, deliver this Right-of-Access Agreement; (ii) the execution and, delivery and performance of this Right-of-Access Agreement have been duly authorized by all necessary corporate action on the part of Licensor; and (iii) this Right-of-Access Agreement has been duly and validly executed and delivered by Licensor and is a valid and legally binding agreement of Licensor.

3. Miscellaneous.

- (a) This Agreement contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements had between the parties are merged herein.
- (b) The license granted in this Right-of-Access Agreement is for the exclusive benefit of the Licensee and not for the general public. Further, this agreement shall not be deemed or construed as Licensor dedicating, consenting to the dedication of the Right-of-Access Area for public use. The Licensee shall not assign or otherwise transfer the license granted in this Permit to any person or entity, without the prior written consent of the Licensor.
- (c) If any paragraph of this Right-of-Access Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Right-of-Access Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- (d) This Right-of-Access Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. All disputes arising under this Right-of-Access Agreement must be litigated in Licking County Court of Common Pleas and the parties consent to the jurisdiction and venue of such court.
- (e) This Right-of-Access Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

(f) In the event that any of Licensor's property or improvements are damaged by or as a result of acts or omissions of Licensee, its Council Members, employees, agents and contractors, while in the course of employment or business on behalf of the Village of Granville Licensee shall promptly repair the damage at its sole cost and expense.

(g) Licensor may revoke this license upon not less than 60 days advance written notice to Licensee.

(h) Any notice required to be sent under this agreement or applicable law shall be directed as follows:

If to Licensor:
The Park National Bank
Attn: Rob Springer

If to Licensee:
The Village of Granville
Attn: Steve Stilwell

Title

Title

IN WITNESS WHEREOF, this Right-of-Access Agreement has been executed as of the day and year set forth above.

Licensor:

Licensee:

PARK NATIONAL BANK

VILLAGE OF GRANVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Approved as to form:

Law Director, Village of Granville, Ohio