

### Addendum to License Agreement

This Addendum to License Agreement (the “Addendum”) is executed as of the \_\_\_ day of March, 2022, by and among The City of Morgantown, West Virginia, a political subdivision and municipal corporation of the State of West Virginia (“City”); Morgantown Board of Parks and Recreation Commissioners, a board established by City pursuant to West Virginia Code Chapter 8, Article 21, Section 1 *et seq.* (“BOPARC”); and Morgantown Utility Board, a board established by City pursuant to West Virginia Code Chapter 8, Article 20, Section 18 and Chapter 8, Article 16, Section 1 *set seq.* (“MUB”), all of whom collectively may be referred to as the “Parties,” upon the following terms and conditions:

1. This Addendum modifies that certain License Agreement executed among the Parties on or about November 1, 2019 (the “License”) providing for, among other things, installation of a water pipeline in White Park by MUB, construction of a trail in White Park as designed by a trail design professional retained by City and at the cost of MUB and replanting of trees and other site remediation related to pipeline installation. Modifications in this Addendum are based upon observed or changed site conditions occurring after execution of the License. The License is modified only as specifically stated in this Addendum.
  
2. Section 3.l. is modified as follows: Installation of the pipeline resulted in removal of 230 trees, with 163 of those trees exceeding 6” DBH, as determined by the ISA certified arborist retained for City, obligating Licensee to replace 326 trees. In lieu of replanting the 326 trees to be replaced due to pipeline construction, Licensee shall pay to City the total cost of the acquisition of 326 Replacement Trees (as defined in the License), including the cost of planting such trees, which the City will procure from a third-party vendor in accordance with the competitive bidding process under applicable law. Payment shall be due within 30 days of delivery of an invoice by the City. City will work with MUB to develop notices to bidders, requests for proposals and/or such other procurement documents needed to provide for the acquisition of the Replacement Trees.
  
3. Section 3.n. is modified as follows: Licensee shall provide for the construction and installation of a recreation trail for public access in accordance with the design and specifications developed by Appalachian Dirt, the Trail Designer selected for the project. The design on **Attachment A** depicts the approximate location of the trail to be constructed, which will include the bridge and adjoining structures described in the design, as they may be further specified in the notice to bidders. The parties will jointly approve the bridge design, approval not to be unreasonably withheld. City will act as fiscal agent for construction of the trail including the bridge, and City will work with MUB and BOPARC to develop notices to bidders, requests for proposals, and/or such other procurement documents needed to provide for construction of the trail. MUB may have a project representative on site during performance of the work at its cost to report to MUB as to the progress of the project. MUB will be responsible to pay when due the costs incurred in construction and installation of the trail. The Parties anticipate that construction will begin in the Summer of 2022.

Executed by:

The City of Morgantown

Morgantown Board of Parks and Recreation  
Commissioners

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By: A. Kim Haws  
Its: City Manager

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By: Melissa Wiles  
Its: Executive Director

Morgantown Utility Board

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By: Michael McNulty  
Its: General Manager