

LICENSE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the TOWN OF CHARLOTTE, a Vermont municipal corporation situated in the County of Chittenden and State of Vermont, Grantor, acting pursuant to the provisions of 19 V.S.A. Section 1111 does hereby grant and convey to \_\_\_\_\_, of the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Vermont, Grantee, its heirs, successors and assigns, a license for the purpose of installing underground utility lines (including, but not limited to, electric, power, telephone, communication, cable tv, lines, and appurtenances), crossing under \_\_\_\_\_, so-called, in the Town of Charlotte, in the County of Chittenden and State of Vermont, all as is more particularly described as follows:

A license to install, repair, maintain, or replace underground utility lines (including, but not limited to, electric, power, telephone, communication, cable tv, lines, and appurtenances), crossing under \_\_\_\_\_ in the vicinity of \_\_\_\_\_ to Lot \_\_, all as shown on a drawing prepared by \_\_\_\_\_ attached hereto as Exhibit A (the "License"). Said underground utility lines license area is located within a strip of land 20 feet wide, more or less, centered on the as-built location of the underground utility lines.

Said license is granted and conveyed subject to the following conditions:

1. Installation of the underground utility lines shall be conducted pursuant to plans and specifications prepared by Green Mountain Power Corporation attached hereto as Exhibit B and entitled "Typical Trench Cross-Section U.G. Cable in Conduit". Furthermore, the uppermost conduit or cable shall be

no less than four feet below the roadway surface and three feet below the bottom of road-side ditches within Grantor's town highway right-of-way. If ledge or other obstacles prevent burying conduit or cable at these depths, shallower depths may be allowed with approval by the Road Commissioner; a concrete cap or pipe sleeve surrounding the conduit may be required.

2. Grantee shall notify the Road Commissioner by telephone at least 48 hours in advance of the installation.

3. By the acceptance of this Agreement, Grantee, for itself and its heirs, successors and assigns, agrees that it shall be responsible for the removal or relocation of the underground utility lines if such relocation or removal is made necessary by work performed by Grantor for the maintenance or improvement of \_\_\_\_\_ or public utilities within Grantor's town highway right of way. Grantee acknowledges that the surface area of the underground utility lines location is utilized as a public street of the Town of Charlotte. Grantee agrees for itself and its heirs, successors and assigns that it shall, during any construction, reconstruction, repair or replacement of the underground utility lines and associated improvements, keep open to the general circulation of vehicles at all times at least one lane of traffic of sufficient width and of adequate surface for vehicles to proceed above the area of construction in both directions in a reasonably convenient manner. Grantee agrees that it shall at all times during its construction activities, at its sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of \_\_\_\_\_.

4. Any construction, reconstruction, maintenance, repair, or replacement of the underground utility lines shall be conducted in such a way as to avoid unnecessary disturbance to Grantor's town highway right-of-way, and after any such work, the premises shall be returned to its original condition as soon as reasonably possible by the Grantee. Prior to having any work done within the right of way of \_\_\_\_\_, the Grantee shall provide at least two (2) business days' notice to the Grantor (except in case of emergencies in which case notice shall be provided to the Grantor as soon as reasonably possible).

5. Grantee shall install, repair, maintain and replace, if necessary, the underground utility lines at its sole cost and expense and keep the same in good order and repair.

6. Grantee shall promptly reimburse Grantor for all actual costs that Grantor may incur as a result of the Grantee not performing, observing, and complying with the conditions of this license as herein stated.

7. The Grantee shall be solely responsible for protecting the general public from all risks of damage, loss, injury or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantor or third persons) which may occur in whole or in part because of the use, repair, maintenance, installation and replacement of said underground utility lines. Grantee expressly covenants and agrees for itself, and its heirs, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims arising out of such risks, and shall be liable for all costs, liability, damage or expense, including but not limited to reasonable attorneys' fees, caused by or resulting from the actions or inactions of the agents, employees, contractors and subcontractors of Grantee and its heirs, successors and assigns on or about the property of Grantor or a third person; and further agree that any damage to the property of the Grantor or a third person caused by or resulting from the exercise and use of the underground utility lines and associated rights by Grantee and its heirs, successors and assigns shall be promptly repaired and restored, as nearly as practicable to the condition existing prior to such construction, at the cost of Grantee or its heirs, successors and assigns.

8. The Grantee further expressly covenants and agrees for itself and its heirs, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims of damage, injury, repair, maintenance or replacement of Grantee's underground utility lines arising out of Grantor's actions, including but not limited to its upkeep, maintenance, repair, reconstruction, plowing, sanding, salting, excavation, filling or related activities, on, over or through its town highway right-of-way, and Grantee

agrees for itself and its heirs, successors and assigns that Grantor shall not be liable for any costs, liability, damage or expense, including but not limited to reasonable attorneys' fees, caused by or resulting from the actions or inactions of Grantor or its agents, employees, representatives, contractors, subcontractors, successors and assigns on or about its town highway right-of-way.

9. All conditions as hereinabove stated shall be binding upon the Grantee, its heirs, successors and assigns, and the property benefitted by this license.

TO HAVE AND TO HOLD said granted and conveyed license, with all the privileges and appurtenances thereof, to the said Grantee, \_\_\_\_\_, to its own use and behoof forever. Grantor may revoke this License Agreement as provided in 19 V.S.A. § 1111.

IN WITNESS WHEREOF, the TOWN OF CHARLOTTE has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN THE PRESENCE OF:

TOWN OF CHARLOTTE

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Charlotte, in said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, Duly Authorized Agent of the TOWN OF CHARLOTTE, and he/she acknowledged this instrument by him/her sealed and subscribed, to be his/her free act and deed as such Duly Authorized Agent and the free act and deed of the TOWN OF CHARLOTTE.

\_\_\_\_\_

Notary Public  
My Commission Expires: 2-10-2015

IN WITNESS WHEREOF, \_\_\_\_\_, hereunto sets  
his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN PRESENCE OF

By: \_\_\_\_\_ L.S.

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_, VERMONT, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, \_\_\_\_\_, personally  
appeared, and he acknowledged this instrument, by him sealed and  
subscribed to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-10-2015