

LICENSE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the **TOWN OF CHARLOTTE**, a 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 **JOSEPH MCCARRON** and **LAURA PACHECO**, of Charlotte in the County of Chittenden and State of Vermont, Grantees, their heirs, administrators, successors and assigns, a license for the purpose of installing underground utility lines, as more particularly described herein, under Spear Street, so-called, in the Town of Charlotte, in the County of Chittenden and State of Vermont, being 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 Spear Street to provide service to a parcel of land on the westerly side of Spear Street, being a portion of the lands and premises conveyed to Grantees by Warranty Deed of Johns H. Congdon II and Joanne B. Congdon, dated September 5, 2013, and recorded in Book 206, Page 551 of the Town of Charlotte Land Records. Said proposed underground utility line will begin on the easterly side of Spear Street, just northerly of its intersection with Quinlan Farm Lane, originating from utility pole number 71-50, and will extend in a westerly direction crossing underneath Spear Street and continuing along the northerly side of Quinlan Farm Lane. Said underground utility line license area is a strip of land twenty (20) feet wide, more or less, running across the town highway right-of-way for Spear Street in a perpendicular fashion and is centered on the as-built location of the underground utility lines. Said License shall run with the land as long as Grantees, their heirs, administrators, successors and assigns, remain in compliance with the terms and conditions of said License as stated herein.

Reference is hereby made to the aforementioned instruments and records therein referred to, all in further aid of this description.

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

1. Grantees shall comply with all state and local rules, ordinances and regulations relating to highways and land use.

Utility License Agreement from Town of Charlotte to Joseph McCarron and Laura Pacheco

2. Installation of the underground utility lines shall be conducted pursuant to plans and specifications prepared by Comcast?, entitled "_____", which are attached hereto as Exhibit _____. Furthermore, the uppermost conduit or cable shall be no less than four (4) feet below the roadway surface and no less than three (3) 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.
3. All excavation and backfilling shall be performed under the supervision of an agent of the Grantor, unless Grantor expressly waives this supervision requirement. Failure of Grantees to perform the work or to restore the highways in a satisfactory and timely manner may result in the Grantor completing the work at the expense of the Grantees; provided, however, Grantor shall give timely notice to the Grantees of any defects, and Grantees upon receipt of such notice, shall have a reasonable time in which to repair the defects to the satisfaction of the Grantor.
4. Grantees shall notify the Road Commissioner by telephone at least two (2) business days in advance of the installation of the underground utility line and commencement of the work related thereto.
5. By the acceptance of this License Agreement, Grantees, for themselves, their heirs, administrators, successors and assigns, agree that they 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 Spear Street or public utilities within the right of way.
6. Grantees acknowledge that the surface area of the underground utility lines location is utilized as a public street of the Town of Charlotte. They agree that they 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 a northerly and southerly direction and in a reasonably convenient manner. Grantees agree that they shall at all times during their construction activities, at their sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of Spear Street.
7. Any construction, reconstruction, maintenance, repair, or replacement of the underground utility lines shall

Utility License Agreement from Town of Charlotte to Joseph McCarron and Laura Pacheco

be conducted in such a way as to avoid unnecessary disturbance to Grantor's town highway right-of-way, and after any such work, Grantees shall return the License area to its original condition as soon as reasonably practicable. Prior to having any work done within the right of way of Spear Street, Grantees shall provide at least two (2) business days' notice to the Town of Charlotte (except in case of emergencies in which case notice shall be provided to the Town of Charlotte as soon as reasonably possible).

8. Grantees shall install, repair, maintain and replace, if necessary, the underground utility lines at their sole cost and expense and keep the same in good order and repair.
9. Grantees shall promptly reimburse the Town of Charlotte for all actual costs that the Town of Charlotte may incur as a result of Grantees not performing, observing, and complying with the conditions of this License as herein stated.
10. Grantees 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, relocation and replacement of said underground utility lines. Grantees expressly covenant and agree for themselves, their heirs, administrators, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims, liabilities, obligations, suits, liens, judgments, damages, penalties, causes of action, losses and expenses, including reasonable attorneys' fees and litigation costs, arising in whole or in part, and in any manner from the actions or inactions of the Grantees and their agents, employees, contractors, subcontractors, heirs, administrators, successors and assigns. Grantees further covenant and 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 Grantees and their heirs, administrators, successors and assigns, shall be promptly repaired and restored, as nearly as practicable to the condition existing prior to such damage, at the sole cost of Grantees or their heirs, administrators, successors and assigns.
11. All conditions as hereinabove stated shall be binding upon Grantees, their heirs, administrators, successors and assigns, and the property benefitted by this license.

In addition to any other enforcement powers that may be provided for by law, Grantor may suspend said license until compliance with the terms and conditions of this License Agreement is obtained.

Utility License Agreement from Town of Charlotte to Joseph McCarron and Laura Pacheco

TO HAVE AND TO HOLD said granted and conveyed license, with all the privileges and appurtenances thereof, to the said Grantees, **JOSEPH MCCARRON** and **LAURA PACHECO**, their heirs, administrators, successors and assigns, to their own use and behoof forever. Grantor may revoke this License Agreement if an alternative location for utility lines becomes available to Grantees, their heirs, administrators, successors and assigns on the westerly side of Spear Street 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: _____ L.S.
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Charlotte, in said County and State, on this ____ day of _____, 2015, 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: 2-10-2019

IN WITNESS WHEREOF, Joseph McCarron, hereunto sets his hand and seal this ____ day of _____, 20__.

IN PRESENCE OF GRANTEE

_____ By: _____ L.S.
Witness Joseph McCarron

Utility License Agreement from Town of Charlotte to Joseph McCarron and Laura Pacheco

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 20____, Joseph McCarron, personally appeared, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed.

Notary Public
My Commission Expires: 2-10-2019

IN WITNESS WHEREOF, Laura Pacheco, hereunto sets her hand and seal this ____ day of _____, 20____.

IN PRESENCE OF

GRANTEE

Witness

By: _____ L.S.
Laura Pacheco

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 20____, Laura Pecheco, personally appeared, and she acknowledged this instrument, by her sealed and subscribed to be her free act and deed.

Notary Public
My Commission Expires: 2-10-2019