

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 **RENALD LUSSIER** and **AGNES LUSSIER**, of the Town 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 Carpenter Road, 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, power, telephone, communication, data and cable television), crossing under Town Highway 14, Carpenter Road (so-called), to provide service to a parcel of land on the south side of Carpenter Road, being a portion of the lands and premises conveyed to Grantees by Warranty Deed of Yvan J.G. Plouffe, dated October 8, 2002, and recorded in Book 130, Page 22 of the Town of Charlotte Land Records (the "License"). The location of said underground utility lines shall begin on the northerly side of the Carpenter Road right-of-way, 900 feet easterly from the centerline of Town Highway #1, Spear Street (so called), and will extend in a southerly direction underneath the Carpenter Road right-of-way. The License area is a strip of land twenty (20) feet wide, more or less, centered on the as-built location of the installed underground utility lines, which shall cross under the width of the Carpenter Road right-of-way in a perpendicular fashion. 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 instrument 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.
2. Installation of the underground utility lines shall be conducted pursuant to plans and specifications

Utility License Agreement from Town of Charlotte to Renald Lussier and Agnes Lussier

prepared by Green Mountain Power Corporation attached hereto as Exhibit A and entitled "Typical Trench Cross-Section U.G. Cable in Conduit". 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 the Carpenter Road 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, and a concrete cap or pipe sleeve surrounding the conduit, or other protective measures, may be required by the Road Commissioner in his or her discretion.

3. All excavation and backfilling shall be performed under the supervision of an agent of the Grantor, unless Grantor expressly waives this supervision requirement in writing. Failure of Grantees to perform the work or to restore Carpenter Road 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 promptly and diligently 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(s) 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 solely responsible, at no cost to the Grantor, for the removal or relocation of the underground utility lines if such relocation or removal is made necessary for the maintenance or improvement of Carpenter Road 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. Grantees agree that they shall, at all times 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 safe and reasonably convenient manner. Grantees agree that they shall at all times during their construction, reconstruction, repair or replacement activities, at their sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of Carpenter Road.
7. Any construction, reconstruction, maintenance, repair,

Utility License Agreement from Town of Charlotte to Renald Lussier and Agnes Lussier

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, 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 Carpenter Road, 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, its elected and appointed officials, board members, managers, officers, attorneys, agents, employees, successors and assigns, from and against all claims, liabilities, obligations, suits, liens, judgments, damages, penalties, causes of action, losses, expenses, including reasonable attorneys' fees and litigation costs, or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantees or third persons) 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

Utility License Agreement from Town of Charlotte to Renald Lussier and Agnes Lussier

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.

TO HAVE AND TO HOLD said granted and conveyed license, with all the privileges and appurtenances thereof, to the said Grantees, **RENALD LUSSIER** and **AGNES LUSSIER**, 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 Carpenter Road 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, RENALD LUSSIER, hereunto sets his hand and seal this ____ day of _____, 20__.

IN PRESENCE OF GRANTEE

Utility License Agreement from Town of Charlotte to Renald Lussier and Agnes Lussier

Witness By: _____ L.S.
Renald Lussier

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____
day of _____, 20____, Renald Lussier, 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, Agnes Lussier, hereunto sets her hand
and seal this ____ day of _____, 20____.

IN PRESENCE OF GRANTEE

Witness By: _____ L.S.
Agnes Lussier

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____
day of _____, 20____, Agnes Lussier, 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