

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 **JOHN HINKLE and KATHERINE E. SPARKES**, residents of the Town of Charlotte in the County of Chittenden and State of Vermont, Grantees, their heirs and assigns, a license for the purpose of installing underground utility lines, as more particularly described herein, crossing under Orchard 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, electric, power, telephone, communication, cable tv, lines, and appurtenances), crossing under and alongside Orchard Road to provide service to a parcel of land on the westerly side of Orchard Road (Town Highway No. 8), known and designated as 1348 Orchard Road, and being a portion of the lands and premises conveyed to Grantees by Warranty Deed of Valerie A. Hurley (a/k/a Valerie Hurley Kern a/k/a Valerie Kern), dated September 29, 2023, and recorded in Volume 262, at Pages 215-217 of the Town of Charlotte Land Records, all as shown on a drawing prepared by SunCommon (a/k/a Solarcommunities, Inc.) attached hereto as Exhibit A (the "License").

Said proposed underground utility line will begin on the easterly side of Orchard Road, originating from utility pole number 6341, and will extend in a westerly direction crossing underneath Orchard Road, to serve the dwelling at 1348 Orchard Road, all as approximately shown on Exhibit A.

Said underground utility line license area is a strip of

land twenty (20) feet wide and fifty (50) feet in length, more or less, which crosses the town highway right-of-way for fifty (50) feet 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 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.
2. Grantees, their heirs and assigns, 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.
3. Installation of the underground utility lines shall be conducted so that 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. Boring pits shall be located at least twenty-five (25) feet from the centerline of the roadway pavement.
4. 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. Irrespective of the approval of the Road Commissioner, Grantees, and their agents, employees, contractors, subcontractors, successors and assigns, shall indemnify and hold harmless Grantor, its elected and appointed officials, board members, managers, officers, attorneys, agents, employees, successors and assigns, from any damage, loss, injury or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantees or third persons) which may occur in whole or in part because of

Grantor's, and its employees', agents' and contractors', work, maintenance, repair, replacement, repaving or improvement activities within the town highway right-of-way.

5. Grantees shall notify the Road Commissioner by telephone at least two (2) business days in advance of the installation, reconstruction, maintenance repair or replacement of the underground utility line.
6. 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 the highway, and after any such work, the premises shall be returned to their original condition as soon as reasonably practicable by the Grantees.
7. Grantees acknowledges that the surface area above the underground utility lines license area location is utilized as a public road of the Town. They agree that the road shall, during any construction, reconstruction, repair or replacement of the underground utility lines and associated improvements, be kept 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 a reasonably convenient manner. Grantees agree that they shall at all times during construction activities, at its sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of the town highway.
8. All excavation and backfilling shall be performed under the supervision of the Grantor, unless Grantor expressly waives this supervision requirement.
9. 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.

10. 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.
11. By the acceptance of this License Agreement, Grantees, for themselves and their heirs and assigns, agrees 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 the town highway or public utilities within the town highway right-of-way.
12. 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 itself and its 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 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 Grantee and its agents, employees, contractors, subcontractors, 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 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 successors and assigns.
13. All conditions as hereinabove stated shall be binding upon Grantees, their heirs 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 by providing written notice to Grantees by First Class Mail sent to the Grantees' last known address 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, **JOHN HINKLE** and **KATHERINE E. SPARKES**, their heirs 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 and assigns as provided in 19 V.S.A. § 1111.

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

John W. Hinkle

Katherine W. Sparkes

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 20__, John W. Hinkle and Katherine E. Sparkes, personally appeared, and they acknowledged this instrument, by them sealed and subscribed to be their free act and deed.

Notary Public
My Commission Expires: 1/31/2025
My Commission #:

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

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
_____, 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: 1/31/2025
My Commission #: