

TEMPORARY LICENSE AGREEMENT

Property Address (the "Property")	118-168 US Route 2, Grand Isle, VT, Map ID No. 142017 SPAN: 255-081-11238
Title Reference (Fee Interest)	Warranty Deed dated July 26, 1994 by William M. Sieve, recorded Aug. 2, 1994 in Book 52, Page 787-788 of the Grand Isle Land Records.

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") is made by and between New Cingular Wireless PCS, LLC d/b/a AT&T ("AT&T"), a Delaware limited liability company with an address for purposes of this Agreement of Attn: Network Real Estate Administration, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; and the **Town of Grand Isle, a Vermont municipality in the County of Grand Isle and State of Vermont, and its successors and assigns forever ("Grantor" or "Town")**, effective as of the last date of a party to sign (the "Effective Date").

I. PRELIMINARY STATEMENT

- A. The Town owns and maintains the "Property" referenced above as an undeveloped lot for municipal purposes, including but not limited to disposal of branches and stumps. The Property is accessed from US Route 2 and is partially cleared.
- B. AT&T has entered into an Option and Land Lease Agreement with the Grand Isle Sheriff's Department ("GISD") (the "Lease") for the construction, installation, maintenance, and improvement of a wireless communications tower and equipment compound within a 50' x 50' lease area (the "Tower Compound"), situated on property at 10 Island Circle, Grand Isle, VT (the "GISD Property"). The Tower Compound is on the northern portion of the GISD Property, in close proximity to the southern portion of the Property, as shown in Exhibit A.
- C. AT&T seeks permission to access and use a portion of Grantor's Property as a means of access for itself, together with its successors and assigns, to construct and install the Tower Compound, with the location shown on Exhibit A.
- D. Grantor agrees to grant AT&T and its authorized agents, employees, representatives and contractors (collectively, "Representatives"), a temporary license for access and use over the Property to the Tower Compound, on the terms set forth herein.

II. TEMPORARY LICENSE AGREEMENT

(1) **Grant of Temporary License.** In exchange for payment by AT&T to Grantor in the amount of **One Thousand U.S. Dollars (\$1,000.00)**, Grantor hereby grants to AT&T and Representatives the following temporary access rights: (i) a license to enter and use a portion of the Property for ingress and egress across the Property in the location (the "Access") approximately as shown on Exhibit A and made a part hereof, on foot or with vehicles and equipment of various loads over, across and upon the Access to the Tower Compound, and including the right to make such temporary improvements to the Access as may be necessary to access the Tower Compound; and (ii) the right to survey and inspect the Access and to make improvements, including temporary silt fencing, grading or other improvements for construction vehicle access, and trimming or removal of such vegetation or other obstructions as may be determined to be reasonably necessary for AT&T's intended use (collectively, (i) and (ii) are the "Temporary Activities"). AT&T shall be responsible for obtaining all required permits and approvals associated with the Temporary Activities, and shall be solely responsible for cost thereof, including any State highway access or right-of-way permit. To the extent necessary, the Town shall reasonably cooperate with AT&T in the acquisition of said permits and approvals.

(2) **Term.** The term of this Agreement shall be for the earlier of (i) one (1) year from the date of AT&T obtaining a certificate of public good ("CPG") from the Vermont Public Utility Commission pursuant to 30 V.S.A. §248a; or (ii) delivery to Grantor from AT&T of a notice indicating that the Temporary Activities are complete (the "Term"). In the event that force majeure or other matters beyond the reasonable control of AT&T prevents construction from being completed by the end of the Term, or in the event that the effectiveness of the CPG is delayed on the basis of appeals or other challenges, then upon notice and payment by AT&T of an additional sum equal to the amount stated above for each extension period, the Term may be extended for up to two (2) additional periods of one year each from the expiration date of the Term and any extension period thereof.

(3) Commencement of Temporary Activities; Termination. AT&T may undertake the Temporary Activities upon issuance of the CPG to AT&T and continue for duration of the Term. The Temporary License granted pursuant to this Agreement shall terminate at the expiration of the Term (including any extensions thereto) or thirty (30) days from the date of an affirmative vote by a majority of Grantor's Legislative Body to rescind the Temporary License granted herein.

(4) Review Prior to Construction. AT&T will review the extent of any Temporary Activities with Grantor's designated representative(s) prior to commencement of such work and will provide Grantor with reasonable advance notice of the Temporary Activities at the Property in connection with this Agreement. AT&T shall be responsible for: (i) the protection of the health, welfare and safety of all persons and property during the performance of and in connection with the Temporary Activities; and (ii) compliance of the Temporary Activities with applicable federal, state and local governmental laws, ordinances, codes, rules and regulations.

(5) Indemnification. AT&T agrees for itself and its successors and assigns to indemnify, defend and hold Grantor and its successors and assigns harmless from and against any and all liability, loss, damage, claim, cost, expense or fee, including reasonable engineering and permitting fees and reasonable attorneys' fees and costs, due to or arising directly or indirectly out of the Temporary Activities, or breach of obligations hereunder, provided that such liability, loss, damage, claim, cost, expense or fee is not caused by the intentional, reckless, or grossly negligent acts or omissions of Grantor, its agents, licensees, or invitees.

(6) Restoration of Property; Disruption; Insurance. AT&T agrees that upon completion of any Temporary Activities, AT&T or its Representatives shall repair any significant damage to the Property caused by the Temporary Activities, whether by AT&T or its Representatives, and shall restore the Property as near as reasonably practicable to its condition prior to their entry and within a reasonable time (or, if indicated by Grantor in writing, to leave any or all improvements "as is" at the end of the Term). AT&T shall use reasonable efforts to schedule Temporary Activities to minimize disruption of the Grantor's activities on the Property, and the parties shall cooperate to minimize the impact of any such disruption. AT&T's restoration obligations under this Paragraph shall survive any termination of this Agreement. AT&T shall maintain adequate insurance for its activities during the Term, shall provide Grantor with a certificate evidencing that such insurance is in effect, and shall name Grantor as an additional insured during the Term of this License.

(7) Grantor's Representation as to Title. Grantor represents to AT&T that Grantor is seized of and has the right to grant the Temporary License described herein. This Temporary License is a grant of permission to AT&T to undertake the Temporary Activities described above and does not convey, nor shall AT&T claim, and right, title or interest in or to the Grantor's Property.

(8) Due Authority. Grantor's conveyance of this Temporary License to AT&T is not subject to 24 V.S.A. § 1061. Nonetheless, the person whose signature appears below represents that he or she is duly authorized and empowered to execute and deliver this Temporary License to AT&T and that no other signature or consent is required.

(9) Binding Effect; Assignment. This Temporary License Agreement is solely for the benefit of said parties and may not be enforced by, nor shall it be construed for the benefit of, any third party. This Agreement shall only be assigned by advanced written consent of the non-assigning party, which consent shall not be unreasonably withheld.

(10) No Modification. This Agreement may not be modified or amended unless mutually agreed upon in writing by both parties.

(11) Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Except as otherwise set forth herein, this Agreement is intended to run with the land for the duration of the Term (including any extensions as set forth above), and is binding upon the Parties and their respective heirs, executors, administrators, successors or assigns. AT&T shall record this instrument in the Grand Isle Land Records, and shall be responsible for any real estate taxes and recording fees associated therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Temporary License Agreement to be executed and delivered as a sealed instrument effective as of the date countersigned by AT&T below.

TOWN OF GRAND ISLE, VERMONT

By: Anna Marie Dellars

Print Name: Anna Marie Dellars

Title: Grand Isle Selectboard Chair

Date: Feb. 17, 2020

NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T

By: Jessica Rincon

Print Name: Jessica Rincon

Title: Area Manager

Date: March 9, 2020

STATE OF VERMONT
COUNTY OF GRAND ISLE, SS.

At Grand Isle this 17th day of February, 2020, personally appeared _____ and duly authorized agent of the TOWN OF GRAND ISLE, VERMONT, and she/he acknowledged this instrument, by him/him subscribed, to be her/his free act and deed and the free act and deed of the TOWN OF GRAND ISLE, VERMONT.

Before Me: Michael A. Bordin
Notary Public

My Commission Expires: 01/31/2021
License #157.0010766

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, SS.

At Framingham, this _____ day of _____, 2020, _____ and Duly Authorized Agent of NEW CINGULAR WIRELESS PCS, LLC personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of NEW CINGULAR WIRELESS PCS, LLC.

Before Me: _____
Notary Public

My Commission Expires: _____

EXHIBIT A
GENERAL LOCATION OF ACCESS ROAD



GRANTEE ACKNOWLEDGMENT

Connecticut
STATE OF ~~RHODE ISLAND~~)
) ss:
COUNTY OF ~~PROVIDENCE~~)
New Haven

On the 9th day of March, 2020, before me personally appeared Jessica Rincon, and acknowledged under oath that she is the Area Manager, Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Grantee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Grantee.

Jane M Barnett

Notary Public: *Jane M Barnett*

My Commission Expires: *2/28/2025*
