

# **EXHIBIT C**

Time: 12:45 pm  
Attest: Michelle LaBounty  
Assistant Town Clerk



Westmore Return # 2015-26

## POLE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that on this 6<sup>th</sup> day of June, 2014, in consideration of a sum of five thousand dollars (\$5,000.00), to be paid within thirty (30) days following receipt of all required approvals, and an incremental twenty thousand dollars (\$20,000) to be paid within seven (7) days following pole installation, Roger and Judy LaCross (collectively "Grantor"), hereby **GIVES, GRANTS, BARGAINS, SELLS, CONVEYS** and **CONFIRMS** unto **VTEL WIRELESS, INC.**, a Delaware corporation with a principle business address at 354 River Street, Springfield, Vermont 05156, its successors and assigns ("Grantee") a perpetual and exclusive right, privilege, and easement upon the real property described in Exhibit A hereto ("Site"), in order to prepare, construct, reconstruct, install, operate, maintain, alter, modify, inspect, repair, and remove certain facilities including a laminated wood or steel utility pole to a maximum height of ninety (90) feet above ground level and with a maximum pole diameter of up to 30 inches, ground space at the base of the pole not to exceed one hundred (100) square feet in which to install radio communications facilities (including one or more ground-based or pole-mounted cabinets containing radio transmitting and receiving equipment, as well as concrete pads and/or other supporting frames for said equipment), utility services for power and telecommunications, grounding and interconnection cabling, antennas, microwave dishes, remote radio units, and other telecommunications equipment (collectively, and including as may be modified from time to time, the "Pole"), all for the purpose of providing wireless telecommunications services in accordance with federal and state communication laws, regulations, and licenses, and including for wireless services associated with public utilities and public safety. The Pole and all associated ground-based equipment shall be enclosed with a fence of at least six feet (6') in height. The final location of the Pole and related appurtenances shall be set by Grantee following presentation to Grantor of site plan drawings showing the location and initial configuration of the Pole, with Grantor's consent to the location not to be unreasonably withheld, conditioned or delayed. Once constructed, Grantee will record as built plans in the municipal land records identifying the exact location.

This grant of easement shall be subject to the following additional terms and conditions:

1. Right of Access. Grantee's rights hereunder include the non-exclusive right for authorized personnel of Grantee to enter upon the Site from the nearest public right of way on foot or by vehicle (including ATV or snowmobile where necessary) for ingress and egress to the Pole as follows: (i) for regular installation, maintenance, operations, alterations, and modifications, during business working hours, with any work to be completed only by authorized personnel; and (ii) for repairs 24 hours per day, 7 days per week, with advance or contemporaneous notice to Grantor wherever reasonably possible.
2. Utility Services. Grantee's rights hereunder include an exclusive easement across a portion of the Site up to fifteen (15) feet wide in order to install lines, wires, cables, telephone poles, conduits, strongwell boxes, and other appurtenances in order to maintain telecommunications and electrical services for the Pole. Said telecommunications and electrical services may, at Grantee's election, consist of aerial and/or underground facilities, and may be extended from existing utility facilities on or adjacent to the Site, or by new installations through one or more electrical distribution utilities or telecommunications companies. Grantor agrees to sign such applications and/or easements as may be required from time to time by Grantee, electric distribution utilities, or telecommunications companies to provide such services to the Site, with Grantee to incur all associated costs.
3. Alterations and Modifications. Grantee shall have the right at any time, without the consent of Grantor and at Grantee's sole expense, to modify, supplement, upgrade, improve, replace, remove or relocate improvements or equipment upon the Pole or within the associated ground space, including but not limited to antennas, microwaves, operating equipment, cabinets, cabling, conduits, and mounting devices, provided that such improvements and/or equipment do not extend beyond the maximum height and ground space. Said right shall specifically include the right to extend the Pole to the maximum 90 foot height set forth above.

4. **Clearing.** In connection with any and all of the rights set forth herein, Grantee shall have the right to trim and cut trees, vegetation, and underbrush to the extent reasonably necessary to ensure the continued safety of the Pole and Grantee's authorized personnel at the Site, and for radio communications to and from the Pole.
5. **Ownership.** The Pole and related Grantee-owned electrical and telecommunications facilities shall be and remain the property of Grantee, its successors, and assigns, and shall be considered Grantee's personal property and not fixtures.
6. **Taxes.** Grantee shall pay any portion of personal property taxes directly and solely attributable to the Pole and any related Grantee-owned electrical and telecommunications facilities. Any real property taxes assessed on or against the Grantor's land and buildings comprising the Site shall be the sole and exclusive responsibility of Grantor.
7. **Interference.** Grantor agrees (i) not to erect or construct other structures at the Site that impede the radiating characteristics of any antennas and equipment on the Pole; (ii) operate, or allow others to operate, radio equipment on the Site that causes or has the reasonable potential to cause harmful or objectionable interference to Grantee's equipment; (iii) take such other actions as may be inconsistent with Grantee's reasonable use and enjoyment of the Pole, consistent with the purposes set forth in this instrument.
8. **Repairs / Insurance.** If Grantee damages any portion of the Grantor's Site during construction, installation, repair, maintenance, alteration, modification, replacement, or removal, Grantee at its sole cost and expense shall restore said damaged area to substantially the condition that existed prior to such damage, reasonable wear and tear accepted. Grantee shall at all times maintain bodily injury and property damage insurance against liability of Grantee and its authorized personnel for occurrences on the Site in connection with use and enjoyment of the Pole and related Grantee-owned electrical and telecommunications facilities.
9. **Release of Easement.** If the rights granted hereby are no longer required by Grantee, its successors and assigns, as determined in Grantee's sole discretion, Grantee shall deliver unto Grantor, a "Release of Easement" and within ninety (90) days remove the Pole and restore the Site to substantially the same condition existing at the Site, excepting ordinary wear and tear and loss from casualty.
10. **Hazardous Substances.** Grantor and Grantee agree not to use, generate, store or dispose of any Hazardous Material on, under, about upon, or near the Pole, the ground space associated with the Pole, or the 15-foot utility corridor to the Pole, in violation of any federal or state law or regulation. Grantor represents, warrants, and agrees: (i) that neither Grantor nor any third party, to Grantor's knowledge, has used, generated, stored, or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or upon the Pole or corridor in violation of any federal or state law or regulation; and (ii) that Grantor will not, and will not permit any third party to, use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Pole or corridor in violation of any federal or state law or regulation. Grantor and Grantee each agree to defend, indemnify and hold harmless the other party and its partners, affiliates, agents, and employees against any and all losses, liabilities, claims, and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty, or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" includes petroleum or petroleum products, friable asbestos, equipment containing polychlorinated biphenyls, and/or any "Hazardous Waste" (as that term is defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6903(5)) that has at any time been released or disposed of at or near the Site.
11. **Liability and Indemnity.** Each of Grantor and Grantee indemnify and hold the other harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Site and/or the Pole and related Grantee-owned electrical and telecommunications facilities by the other party, or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the intentional, reckless, or grossly negligent acts or omissions of the other party and its authorized personnel.
12. **Effect.** This instrument encompasses the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

municipal land records at Grantee's sole cost and expense.

TO HAVE AND TO HOLD the above granted rights and easement, with all privileges and appurtenances thereof, unto the said Grantee, VTel Wireless, Inc., its successors and assigns, forever; and

WE, THE SAID GRANTOR, for ourselves and our heirs, executors and administrators, do covenant with the Grantee, VTel Wireless, Inc., and its successors and assigns, that we are the sole owners of the Premises, and have good right and title to convey the same in manner aforesaid.

WE, THE SAID GRANTOR, for ourselves and our heirs, executors and administrators, do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

GRANTEE:

Roger and Judy LaCross

VTel Wireless, Inc.

Signature: Roger LaCross

Signature: [Signature]

Signature: Judy LaCross

Print Name: Diare Cuite

Print Name(s) Judy LaCross, Roger LaCross

Title: VP Business Dev

Date: 6-6-2014

Date: 6/9/14

STATE of VERMONT  
COUNTY OF ORLEANS

On the 6 day of June, 2014, before me, Andrew P. Scott, Notary Public, personally appeared Roger and Judy LaCross, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed in the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the persons executed the instrument as their free act and deed.

[Signature]  
Notary Public  
My Commission Expires: 2/10/2015

On the 9<sup>th</sup> day of June, 2014, before me, Joseph C. Urbani, Notary Public, personally appeared Robert Duke, known to me to be the person whose name is subscribed in the within instrument, and acknowledged to me that he executed the same as his free act and deed, and the free act and deed of VTel Wireless, Inc.

Joseph C. Urbani  
Notary Public  
My Commission Expires: 2/10/2015

Site Current Parcel ID: 390-0319

**Property Description:**

Being all and the same land and premises conveyed to Roger R. LaCross and Judy G. LaCross by the following:

1. Warranty Deed of Raymond G. LaCross and Geneva D. LaCross and Homer T. LaCross and Juliette LaCross dated November 5, 1980, recorded November 10, 1980 in Book 25, Page 107 of the Westmore Land Records; and

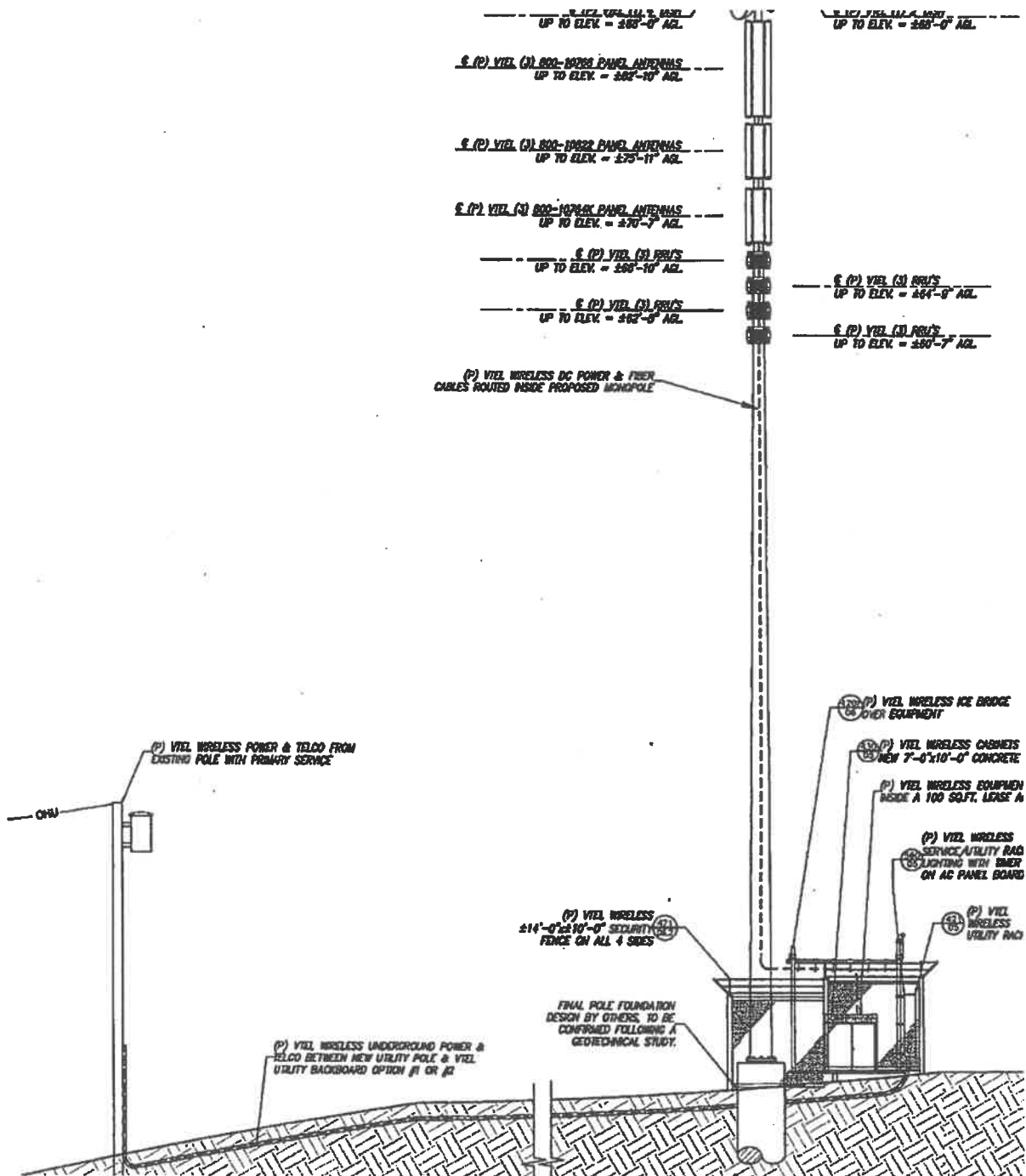
2. Warranty Deed of Maurice Racicot and Yvonne Racicot dated July 24, 1981, recorded August 27, 1981 in Book 25, Page 221 of the Westmore Land Records.

Reference is hereby made to the aforementioned deeds and their records and to the deeds referred to therein and their records in further aid of this description.

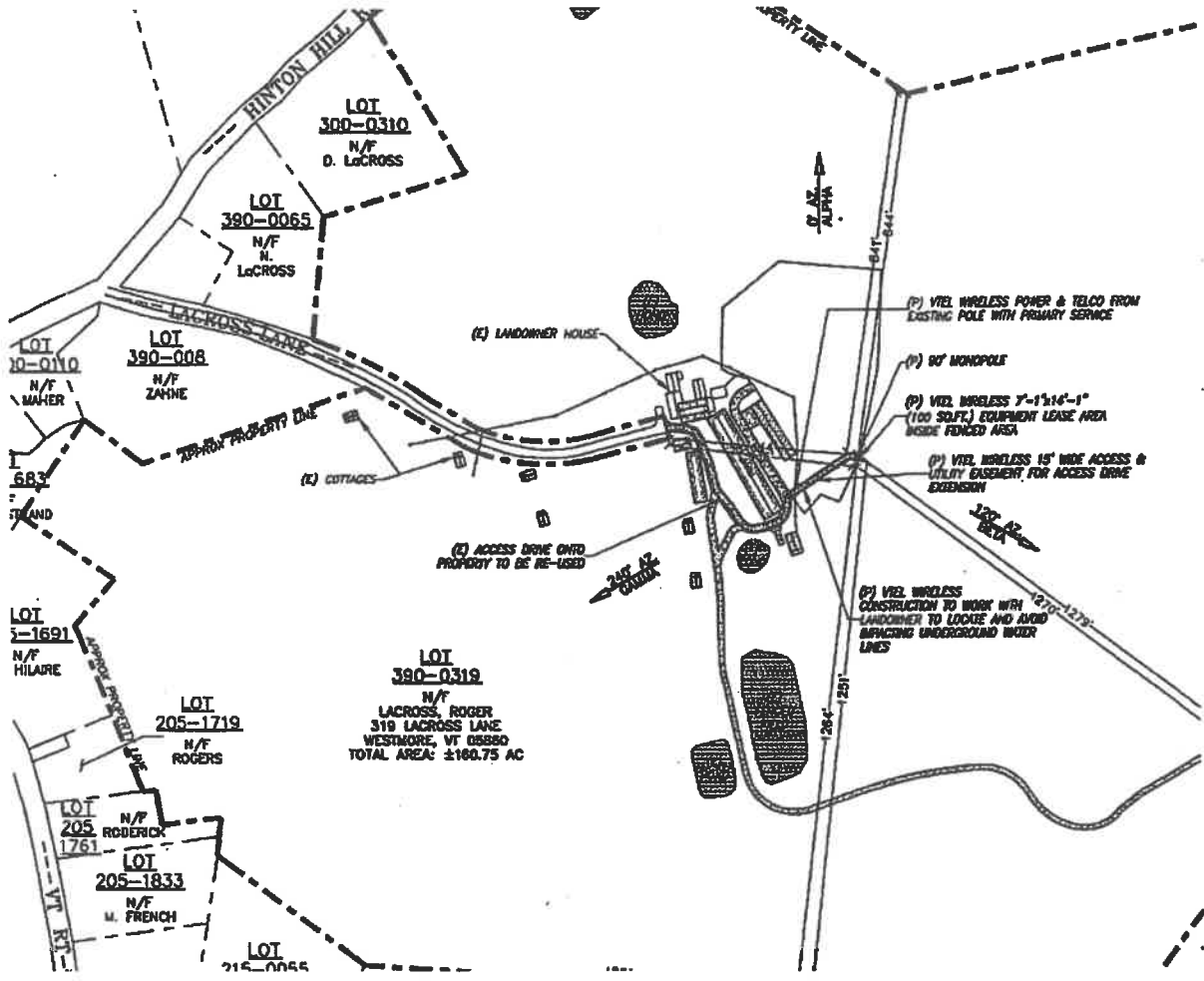
VTel Wireless, Inc.  
Site Name: Westmore-01, SN 547

dated December 17, 2017, portions of which are shown below. The zoning drawings depict the general location of the Pole and associated easement rights, and in no way limit the facilities to be installed and modified from time to time during the Term.

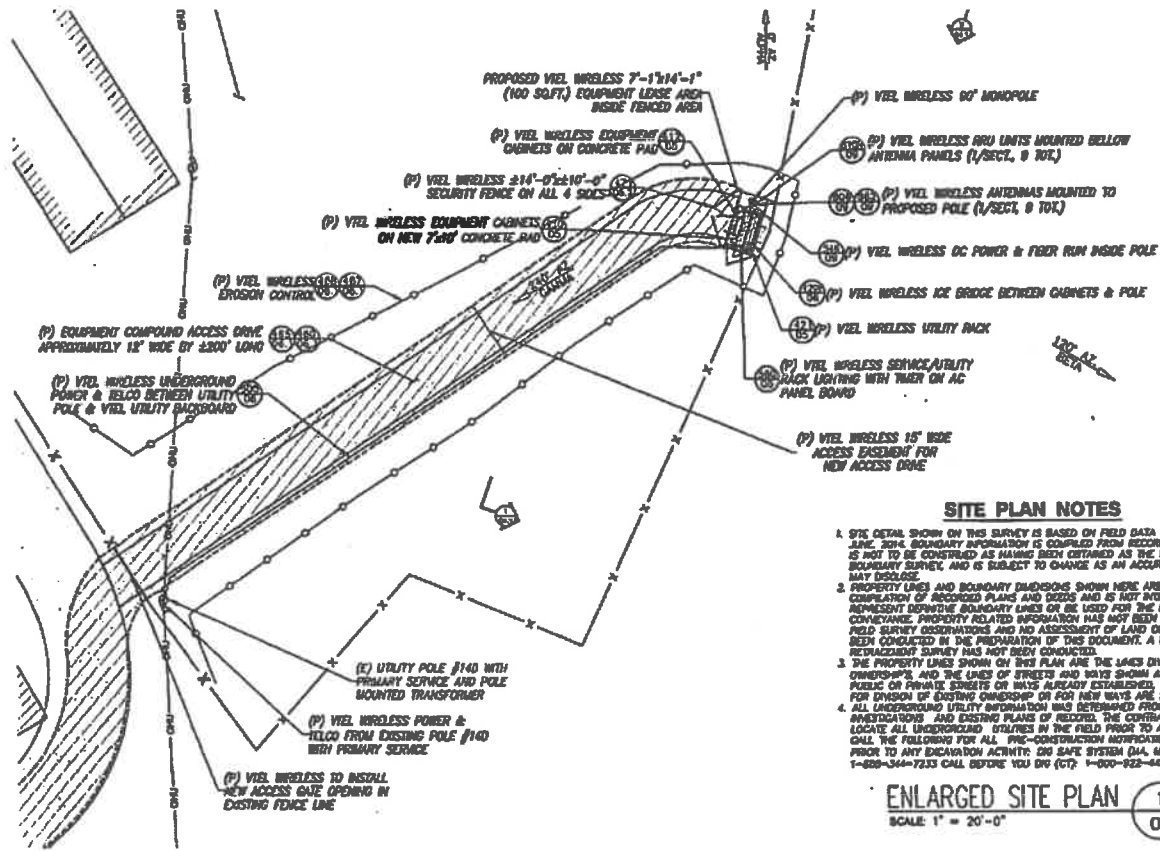
**VTel Wireless, Inc.**  
**Site Name: Westmore-01, SN 547**



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**SITE PLAN NOTES**

1. SITE DETAIL SHOWN ON THIS SURVEY IS BASED ON FIELD DATA COLLECTED; LINE 2014 BOUNDARY INFORMATION IS COMPILED FROM RECORD DOCUMENT IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF BOUNDARY SURVEY AND IS SUBJECT TO CHANGE AS AN ACCURATE FIELD MAY DISCLOSE.
2. PROPERTY LINES AND BOUNDARY DIMENSIONS SHOWN HERE ARE BASED ON COMPLETION OF RECORDED PLANS AND DEEDS AND IS NOT INTENDED TO REPRESENT DEFENSIVE BOUNDARY LINES OR BE USED FOR THE PURPOSES OF CONVEYANCE. PROPERTY RELATED INFORMATION HAS NOT BEEN CONFIRMED. FIELD SURVEY OBSERVATIONS AND NO ASSESSMENT OF LAND OCCUPATION BEEN CONDUCTED IN THE PREPARATION OF THIS DOCUMENT. A PROPERTY RECONCILIATION SURVEY HAS NOT BEEN CONDUCTED.
3. THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO IN FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
4. ALL UNDERGROUND UTILITY INFORMATION WAS DETERMINED FROM SURFACE INVESTIGATIONS AND EXISTING PLANS OF RECORD. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES IN THE FIELD PRIOR TO ANY SITE. CALL THE FOLLOWING FOR ALL PRE-CONSTRUCTION INFORMATION 72-HOUR PRIOR TO ANY EXCAVATION ACTIVITY: DIG SAFE SYSTEM (DIA, INC. 991, R. 1-800-344-7233 CALL BEFORE YOU DIG (CT) 1-800-922-4433

**ENLARGED SITE PLAN** 1/04  
 SCALE 1" = 20'-0"

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