

## INTERIM LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between NEW YORK STATE ELECTRIC & GAS CORP., ("NYSEG"), a corporation organized under the laws of the State of New York, having an office at 18 Link Drive, Town of Kirkwood, County of Broome, State of New York, hereinafter referred to as the Licensors, and the Town of Plattsburgh, having a mailing address of 151 Banker Road Plattsburgh, NY 12901, hereinafter referred to as the Licensee.

### WITNESSETH

WHEREAS the Licensee desires to use (a portion of) the premises known as NYSEG Limestone Substation property located at 40 Trade Road, in the Town of Plattsburgh, County of Clinton, State of New York. (SBL# 193.-2-20.3), hereinafter referred to as "the Premises", and

WHEREAS the Licensors is willing to permit the use of said premises by the Licensee for said purpose upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Licensee may use the premises to install and place water lines and associated facilities until an easement is granted, including the required approvals from the New York State Public Service Commission. The Premises to be used is shown on the sketch attached hereto and made a part hereof.
  2. The use of the Premises by the Licensee shall be in such manner as not to interfere with the construction, maintenance or operation of the pipes, poles, wires, lines or other structures and appurtenances placed upon, over or under the premises by the Licensors.
  3. The Licensee shall place no structures or fixtures upon the Premises and shall construct no path, road or driveway or do any excavating, mining or blasting within the limits of the premises WITHOUT THE PRIOR WRITTEN CONSENT OF THE LICENSORS. Licensee, in use of said Premises, shall maintain a clearance of 15 feet or more from any of Licensors aerial wires and underground facilities with equipment or otherwise.
  4. This Agreement shall commence upon the date of the execution and continue until an easement is granted. In the event of the termination of this Agreement by the Licensors as provided herein, the Licensors shall not be liable for loss, cost or expenses suffered by the Licensee by reason of such termination.
  5. This Agreement of License shall not be assigned or transferred by the Licensee except upon written consent of the Licensors and shall automatically terminate upon the transfer or sale of the Premises by the Licensors or upon bankruptcy of the Licensee subject to the discretion of the Licensors.
  6. Under no circumstances, regardless of the period that this Agreement is in effect, shall the Licensee acquire any ownership interest whatsoever in the Premises but shall have only such interest as in herein provided until an easement is granted.
  7. Licensee shall be liable to Licensors for any damage or injury' to the installations of facilities, equipment, property and appurtenances of Licensors upon, over or under the Premises of Licensors in any way caused, directly or indirectly, by the existence of the Licensee or Licensee's activities pertaining thereto, unless the same be caused solely by the fault, carelessness, improper conduct or negligence of Licensors, its agents, employees, servants or contractors or any person under the direction and control of any of the latter.
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- 8 To the fullest extent allowable by law, Licensee agrees to forever indemnify, defend and hold harmless the Licensor from any and all liability, direct claims or third-party claims arising from the death of, injury to, or damage to any person or property in any manner stemming from or arising out of, directly or indirectly, the existence of, or exercise of the rights granted under this License, or any expense in connection with the foregoing.
- 9 At all times during the term of this Agreement, the Licensee agrees to carry comprehensive combined liability and property insurance of at least \$1,000,000 per occurrence. Prior to entering the Premises, and each year hereafter until the easement takes effect, the Licensee shall furnish certificates of insurance signed by insurers, acceptable to the Licensor, indicating that the aforementioned insurance is in full force and effect and that the Licensor is named as an "Additional Insured" on the policy, and will receive at least thirty (30) days prior written notice of the cancellation of the insurance or any modification thereof that may affect Licensor's interest.
- 10 Any notice required to be given herein shall be deemed sufficient if given in writing and sent by regular mail to the party entitled to such notice at the address of the party as stated above unless some other address is designated in writing by either of the parties.
11. Licensee agrees to pay Licensor FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE Dollars (\$5,175) and a document preparation fee of Seven Hundred and Fifty Dollars (\$750) a total of FIVE THOUSAND NINE HUNDRED TWENTY-FIVE Dollars (\$5,925) for said Easement upon its execution.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties herein have duly executed this Agreement.

NEW YORK STATE ELECTRIC & GAS CORPORATION (NYSEG)

By: \_\_\_\_\_  
Timothy Altier  
Title: Manager, Real Estate

TOWN OF PLATTSBURGH

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF MONROE

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared **TIMOTHY ALTIER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public