



For Office Use Only

Application No. 20 -

Date:

To:

From: Central Hudson Gas & Electric Corporation-Real Property Services
Subject: Applications for Encroachments upon the Rights-of-Way/Fee Owned Property of Central Hudson Gas & Electric Corporation

In order to process your application, **all of the following must be provided:**

1. One (1) signed original of the application form. Form should be completely filled out, signed and dated. Incomplete applications will be returned.
2. Two (2) sets of all drawings, specifications, details, etc. Drawings should not exceed 8.5" x 14". If drawings are larger than 8.5" x 14", provide one (1) set at full size along with one (1) set reduced to 8.5" x 14".
3. A non-refundable application fee of \$____. We accept either checks or money orders made payable to Central Hudson. **Any legal, surveying or other costs incurred by Central Hudson in connection with the approval of this license, shall be borne by the applicant. Please note that annual fees may be applicable if encroachment is located on Central Hudson owned property.**

The above should be sent to:

Central Hudson Gas & Electric Corp.
Attn: _____, Real Property Services
284 South Avenue
Poughkeepsie, NY 12601

Upon receipt of the application, Central Hudson will conduct an initial review for application completeness. Any applications found to be deficient in either information or attachments will be returned. Central Hudson will take no further steps on any application until Central Hudson deems the application to be complete and correct. If the application is approved, a proposed revocable License Agreement will be sent out for your review and signature. A Letter of Denial will be sent for those applications not approved.

VERBAL AUTHORITIES ARE NOT EXTENDED TO WORK ON CENTRAL HUDSON PROPERTY OR RIGHTS-OF-WAY. FULLY EXECUTED AGREEMENTS, PROOF THAT ALL INSURANCE REQUIREMENTS HAVE BEEN MET AND PROPER NOTIFICATION IS REQUIRED PRIOR TO ANY WORK BEING PERFORMED ON CENTRAL HUDSON PROPERTY OR RIGHTS OF WAYS.

If you have any questions, please call (845) 486-5XXX or email XXXXX@cenhud.com. Your cooperation is greatly appreciated.



For Office Use Only
Application No. 2013 -

Central Hudson Gas & Electric Corporation
APPLICATION FOR LICENSE AGREEMENT

FORM MUST BE COMPLETELY FILLED OUT

NAME OF APPLICANT: (Required)
(Exact LEGAL name to be shown on License Agreement)

APPLICANT IS: Individual *Corporation Municipality Other:
(Required) *State of Incorporation:

APPLICANT'S MAILING ADDRESS: (Required) Send Document to: (if other than Applicant)
Attention: Title: Telephone No: ()

NOTE: If Applicant is not the fee owner of the property, than the name and address of the fee owner along with written authorization granting applicant authority to apply for license must be submitted with application.

PROPERTY LOCATION FOR LICENSE AGREEMENT: (Required)
Street Address:
City/Town/Village: County: , New York
Tax Map Section-Block-Lot Number:

PROPOSED OCCUPATION (brief description of encroachment): (Required)

If this application is approved, a revocable License Agreement will be prepared and sent to you for execution on behalf of you or your Company.

APPLICANT'S CHECKLIST

The applicant **MUST** submit, along with this application, **two (2) sets** of plans and any supporting documentation necessary to provide the information required by Central Hudson as set forth below. The Compliance Check Box is to assist you in making sure your submittal contains all required information.

***Compliance
Check Box***

1. **Briefly Describe Location of Proposed Occupation:**
(Please include either pole numbers or gas markers and the distances of encroachment(s) in relation to Central Hudson facilities)

2. **Type of Occupation:**
 Surface Occupation:
 Parking Lot: Length _____ x Width _____
Type of Vehicles: Passenger Car Truck (indicate type):
 Freight Tanker
 Dump Other _____
 Driveway: Length _____ x Width _____
Paving Material (gravel, blacktop, etc) _____
 Street:
 Public Private Other _____
Paving Material (gravel, blacktop, etc) _____
Width of street right-of-way: _____

Structure Occupation:
 Garage/Barn Shed Fence Other _____
(specify)
Length _____ x Width _____ x Height _____
Building Construction (i.e., wood, steel beam, etc) _____

Pipeline:
 Water Sewer Drainage Other, explain _____
Method of Excavation (trenching, boring, etc): _____
Depth of Burial _____ Length _____
Pipe Diameter _____ inches Pipe material _____
If Pipe encased: Encasement Material: _____ Diameter of Encasement: _____

Wire/Cable:

Aerial

Type of Crossing:

CATV Fiber Optic (no. of ducts) _____
 Electrical (voltage _____) Other, explain _____

Construction Details of Crossing (Be specific, include all materials and structures, i.e., 30' wooden pole spanning 75' to house, also, include vertical height of wire from ground and length of run)

Underground

Type of Crossing:

CATV Fiber Optic (no. of ducts) _____
 Electrical (voltage _____) Other, explain _____

Construction Details of Crossing (Be specific, include all materials and length of run)

Indicate if in conduit: Yes No

If yes, specify type of conduit: _____

Method of Excavation (trenching, boring, etc): _____

Depth of Burial _____

3.

Finished Grade:

Will Encroachment change existing grade: Yes No

If yes, depth of fill or cut: _____

4.

The plans should show:

- ✓ North arrow or other form of orientation.
- ✓ Scale (plans should be drawn to a standard engineering scale).
- ✓ Relationship of proposed occupation with respect to Central Hudson property lines and facilities (overhead wires, poles, guy anchors, gas lines etc.).
- ✓ Profile showing proposed finished grade of the proposed occupation and existing grade (if same as existing, same should be stated on plans or in supporting documentation).
- ✓ Other physical or geographic features in the immediate vicinity of the proposed occupation (rivers, ditches, streams, buildings, fences, etc.).
- ✓ Geographic location references such as Village, City, Town, County, Townships, Section-Block-Lots, as they apply.

5.

Enclose the appropriate application fee (see cover page for application fee amount). The application fee covers the expense of our review and administrative services. This fee is exclusive of any fee or rental which may be charged for the occupancy and is non-refundable.

Receipt of this application in no way represents Central Hudson's approval. NO VERBAL approvals will be granted. **NO** work on Central Hudson property or rights of ways may proceed until applicant is in receipt of a fully executed License Agreement and authorization is obtained from Central Hudson's contact as specified in the Agreement.

Individuals, corporations, and/or municipalities (Applicants) desiring use and/or occupancy of Central Hudson property or rights of ways hereby agree, upon approval of the plans by Central Hudson to:

- (1) Execute an appropriate license agreement.
- (2) Pay the required fees and/or rentals outlined in the agreement.
- (3) Supply Central Hudson with the proper certificate of insurance.
- (4) Obtain all necessary consents from existing Lessees or other authorized occupants of subject Central Hudson property, if any.

Signature: _____ Date: _____

Please Type or Print: _____ Telephone #: _____
Name

Name of Company: _____

If Company, Title of Signatory: _____

Return all **4** Pages of this Application, the Application Fee and all required documentation to:

Attn: Central Hudson
, Real Property Services
284 South Avenue
Poughkeepsie, NY 12601

WARNING

Extreme caution is to be used in excavation due to the possibility of the existence of other underground facilities along Central Hudson's right of way. Any damage to these facilities caused by your installation will be your sole responsibility.

In compliance with State law, you are required to notify New York State "One Call" prior to commencing work.

1-800-962-7962

Standard License Agreement
[Central Hudson Easement Rights]

LICENSE AGREEMENT

THIS LICENSE, made as of this ____ day of _____, 2013 granted by **CENTRAL HUDSON GAS & ELECTRIC CORPORATION** having its principal office at 284 South Avenue Poughkeepsie, NY 12601 (hereinafter referred to as "Central Hudson") to **Property Owner Name, with an address _____**, (hereinafter referred to as "Licensee").

Licensee has requested that Central Hudson Gas & Electric Corporation ("Central Hudson") allow Licensee to have access to a specific portion of Central Hudson's electric transmission line easement corridor for the specific purpose(s) set forth below. Licensee has represented to Central Hudson that Licensee will exercise due care in conducting the specific purpose(s) allowed by this License.

Permission and license ("License") is hereby granted to Licensee, the owner(s) of premises located in the Town of _____, County of _____ State of New York, more particularly described as _____ County Real Property Tax Map Parcel Section ____ Block ____ Lot _____ (hereinafter referred to as "Premises"), to use a portion of said premises included within the confines of an easement acquired by Central Hudson from _____ by instrument dated _____ and recorded on _____ in the Office of the Clerk of the County of _____ in Liber ____ of Deeds at page ____.

This Easement is further identified by Central Hudson as Right of Way # ____ on the _____ electric transmission line. The portion of the Easement to which this License applies is shown and identified on the plan attached as Exhibit A, and the License granted herein shall not relate or apply to any other portion of the Premises. The portion of the Premises to which the License relates is hereinafter referred to as the "License Area."

Licensee's use of the License Area pursuant to this License is limited to the following purpose(s): To construct, maintain and use _____ to be located within the Easement (such _____ hereinafter referred to as the "Permitted Structure").

This License for the Permitted Structure is granted subject to the following terms and conditions:

1. This License is a non-exclusive License and shall in no way be construed to contravene, limit or restrict the right, at all times, of Central Hudson to have access to and the use of the Premises, Easement and License Area for any reason whatsoever. This shall include the right to perform routine and emergency maintenance (including trimming, cutting and mowing of vegetation) and the right to inspect the Easement at its convenience through foot, vehicular or aerial patrols without prior written notification to Licensee, as well as the exercise of any other rights granted pursuant to the Easement.
2. The term of this License shall commence as the date of Licensor's acceptance, and shall continue until revoked by Central Hudson or terminated by Licensee as provided for herein. This License shall be revocable at will by Central Hudson,

its successors or assigns upon 30 days written notice to Licensee. This License may be terminated by Licensee at any time upon written notice to Central Hudson. Upon termination or revocation of this License, Central Hudson, at its discretion, may require Licensee to return the License Area to its pre-encroachment and pre-permitted use condition (“Original Condition”). All costs involved in restoring the License Area to its Original Condition (e.g., removing the Permitted Structure and/or any other structures, encroachments and/or obstructions) shall be borne by Licensee. Specifically, within thirty (30) days of the date of written notice of revocation by Central Hudson and/or termination by Licensee, Licensee shall remove the Permitted Structure from the License Area at Licensee's sole cost and expense and shall restore the easement area to its Original Condition. If Licensee shall transfer, convey, sell or change title to the Premises, the Permitted Structure and all other structures, encroachments and/or obstructions located within the Easement Area shall, on or before the date of any such transfer, conveyance, sale or change of title, be removed by Licensee at Licensee’s sole cost and expense.

3. The Permitted Structure shall not be structurally changed or altered, nor shall it be enlarged, enhanced or expanded, nor shall it be relocated to any other site within the Easement without in each instance Licensee securing the prior written consent of Central Hudson. Should the Permitted Structure be dismantled, demolished, destroyed and/or substantially damaged or destroyed, it shall not be restored, rebuilt or reconstructed without the prior written consent of Central Hudson. If at any time the Permitted Structure is substantially damaged or destroyed and Central Hudson fails or refuses to grant to Licensee consent to have the Permitted Structure restored, rebuilt or reconstructed, then Licensee shall, at Licensee's sole cost and expense, promptly dismantle the Permitted Structure, remove it from the License Area, and restore the License Area to its Original Condition. The consents of Central Hudson as provided for in this paragraph 3 may be granted or denied in Central Hudson's sole discretion for any reason or no reason.
4. This License shall not be assigned by Licensee nor sub-licensed by Licensee, without the prior written consent of Central Hudson, which such consent may be granted or denied in Central Hudson's sole discretion.
5. The use of the License Area pursuant to this License shall not interfere with, obstruct or endanger Central Hudson’s use of the Premises, Easement or License Area in any way whatsoever. The determination of whether any use of the License Area is interfering with, obstructing or endangering Central Hudson’s use of the Premises, Easement, or License Area shall be made by Central Hudson in its sole discretion and any such decision by Central Hudson shall be binding on Licensee.

6. All costs and expenses associated with the use, operation, maintenance and removal of the Permitted Structure shall be borne by and be the sole responsibility of Licensee.
7. Licensee and Licensee's contractor hereby agree to exercise due care in any and all activities in and around the License Area. Any equipment or vehicles being used near, adjacent to or under the electric transmission line conductors must maintain at least a twenty {20} foot horizontal and vertical distance from such electric conductors at all times. Central Hudson's clearance requirements are that no vehicle or equipment having a vertical height of sixteen {16} feet or greater may travel beneath or be used beneath transmission lines.
8. In the event of a default by Licensee of any of its obligations pursuant to the terms and provisions of this License, including the failure to remove the Permitted Structure and/or any other structure, obstruction or encroachments placed within the confines of the Easement, upon demand by Central Hudson to remove same and/or after termination and/or revocation of this License in accordance with paragraph "2" thereof, Central Hudson shall be entitled to (i) exercise self-help in that Central Hudson may enter the Premises and License Area and disassemble and remove the Permitted Structure, at the cost and expense of Licensee, and place the disassembled Permitted Structure (other than any fixed foundation) on any portion of the Premises located outside the Easement, or (ii) seek an immediate restraining order and injunction enjoining and directing Licensee, its successors or assigns to comply with the terms and provisions of this License including the removal of the Permitted Structure and/or any other obstruction, encroachment or structure from the easement area, at Licensee's sole cost and expense. Licensee agrees that a default in the terms and provisions of this covenant, and particularly, its obligation to remove the Permitted Structure and/or other obstruction, encroachment or structure after revocation and/or termination in accordance with paragraph "2" hereof, will cause Central Hudson irreparable injury and harm, no adequate remedy at law exists and that Central Hudson shall be entitled to enjoin and restrain such default and failure to remove. The right of Central Hudson to pursue the self-help remedy or to seek a restraining order and/or injunction in accordance with this paragraph, shall be in addition to any and all other rights or remedies Central Hudson may have at law, or in equity by statute or otherwise, and all such rights shall be cumulative.
9. Licensee hereby agrees that Central Hudson owes no duty to Licensee or Licensee's invitees to keep the Permitted Structure, Premises, Easement or License Area safe, that Central Hudson does not give any assurance that the Permitted Structure, Premises, Easement or License Area are safe, and that Central Hudson is not responsible or liable for any injury or death to the person (or damage to any property) using or entering the Permitted Structure, Premises, Easement or License Area.

10. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, defend (at the option of Central Hudson) and hold harmless Central Hudson, its directors, officers, shareholders, agents, servants, employees and contractors from and against any and all losses, charges, claims, demands, suits, actions, costs, expenses (including reasonable attorney's fees), damages, causes of action, judgments, and liabilities for personal injury (including death to any person) and/or for damage or injury to the property of any person (including Central Hudson's property) incident to or which may arise from or is alleged to arise in any manner from the exercise of Licensee's rights under this License or in any manner related to the use of the Permitted Use, Property or License Area by Licensee or any person authorized, hired or employed by Licensee or any person entering the Property or License Area with Licensee's knowledge or permission or using the facilities thereon, and that such indemnification shall apply irrespective of any partial negligence or alleged partial negligence on the part of Central Hudson or its employees, agents or contractors, except to the extent, if any, that the provisions of applicable law or statute prohibit Licensee from indemnifying Central Hudson by reason of the negligence of Central Hudson, its employees, agents or contractors. Licensee shall nevertheless remain liable hereunder on account of the negligence of a party other than Central Hudson, whether or not Licensee is partially negligent. Licensee shall not, however, be obligated to indemnify and hold harmless Central Hudson for damages to the extent such damages are determined to be solely caused by Central Hudson's negligence. In the event Central Hudson requests that Licensee provide the defense of any such matter as provided for above, Central Hudson shall have a reasonable right of approval with respect to Licensee's choice of attorneys.
11. Should Licensee intend or be contractually bound to transfer, convey, sell or change title to the Premises, then thirty (30) days prior to any such transfer, conveyance, sale or change of title, Licensee shall notify Central Hudson, in writing, of such intended transfer, conveyance, sale or change of title and provide the name and address of the intended transferee, purchaser and/or successor. Licensee agrees and acknowledges that Central Hudson shall have the right to contact or communicate with any such transferee, purchaser and/or successor as to matters relating to the Permitted Structure and this License.
12. This License and the terms, provisions, covenants, duties and conditions contained herein shall bind Licensee and Licensee's heirs, personal representatives, successors, transferees and/or assigns.
13. This License and the terms, provisions, benefits and rights contained herein shall inure to the benefit of Central Hudson, its successors, transferees and/or assigns. Central Hudson shall have the right to record this Agreement in the Office of the County Clerk for _____ County, New York. The cost of any such recording shall be paid by Central Hudson.

Electric power lines represent only one source of electromagnetic fields (“EMFs”), and there have been public and scientific concerns about whether exposure to EMFs may have adverse health effects. It is generally agreed that further research is needed before firm conclusions can be reached about whether there are adverse health effects from exposure to EMFs.

Accompanying this License are the following brochures regarding EMFs:

1. Power Lines Project Questions and Answers by the NYS Department of Health.
2. Electric and Magnetic Fields from 60-Hertz Electric Power: What do we know about possible health risks? By Carnegie Mellon University.

This literature is being provided to Licensee to help inform Licensee about the issues regarding EMFs.

In addition, as part of Central Hudson's policy regarding EMFs, Central Hudson will, at Licensee's request, take EMF measurements on the Premises and/or License Area and provide Licensee with a record of such measurements. To request this service, Licensee may contact one of Central Hudson's local Customer Services Offices.

Please indicate Licensee's acceptance of the above terms and conditions by signing and having notarized both originals and returning them to Central Hudson. One License Agreement executed by Central Hudson will be returned to you.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____
ANTHONY S. CAMPAGIORNI
Vice-President – Business Development & Governmental Affairs

The foregoing License and the terms and conditions set forth herein are hereby accepted this ____ day of _____, 2013.

BY: _____
Print Name:
Title: Owner

ACKNOWLEDGMENT OF LICENSOR:

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual described 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 persons upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF LICENSEE:

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the ____ day of _____, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual described 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 persons upon behalf of which the individual acted, executed the instrument.

Notary Public

Standard License Agreement

[Central Hudson Fee Owned]

LICENSE AGREEMENT

THIS LICENSE, made as of this ____ day of _____, 2013 granted by **CENTRAL HUDSON GAS & ELECTRIC CORPORATION** having its principal office at **284 South Avenue Poughkeepsie, NY 12601** (hereinafter referred to as "Central Hudson") to _____ having an address of _____ (hereinafter referred to as "Licensee").

Licensee has requested that Central Hudson Gas & Electric Corporation ("Central Hudson") allow Licensee to have access to a specific portion of Central Hudson's property for the specific purpose(s) set forth below. Licensee has represented to Central Hudson that Licensee will exercise due care in conducting the specific purpose(s) allowed by this License.

Permission and license ("License") is hereby granted to Licensee, to use a portion of property owned by Central Hudson located in the Town of _____, County of _____, State of New York, more particularly described in a Deed recorded on _____ in the Office of the Clerk of the County of _____ in Liber ____ of Deeds at page _____ (hereinafter referred to as the "Property"). The parcels are further identified by Central Hudson as parcel number _____ on the _____ transmission line.

The portion of the Property to which this License applies is shown and identified on the plan attached as Exhibit A, and the License granted herein shall not relate or apply to any other portion of the Property. The portion of the Premises to which the License relates is hereinafter referred to as the "License Area."

Licensee's use of the License Area pursuant to this License is limited to the following purpose(s): To construct, use and maintain a _____. The right of Licensee to continue to use and maintain the License Area as where such area exists on the date hereof (such area being hereinafter referred to as the "Permitted Use").

This License for the Permitted Use is granted subject to the following terms and conditions:

1. This License is a non-exclusive License and shall in no way be construed to contravene, limit or restrict the right, at all times, of Central Hudson to have access to and the use of the Property and License Area for any reason whatsoever. This shall include the right to perform routine and emergency maintenance (including trimming, cutting and mowing of vegetation) and the right to inspect the Property at its convenience through foot, vehicular or aerial patrols without prior written notification to Licensee, as well as the exercise of any other rights granted pursuant to the Property.
2. The term of this License shall commence as the date of Licensor's acceptance, and shall continue until revoked by Central Hudson or terminated by Licensee as provided for herein. This License shall be revocable at will by Central Hudson, its successors or assigns upon 30 days written notice to Licensee. This License may be

terminated by Licensee at any time upon written notice to Central Hudson. Upon termination or revocation of this License, Central Hudson, at its discretion, may require Licensee to return the License Area to its pre-encroachment and pre-permitted use condition (“Original Condition”). All costs involved in restoring the License Area to its Original Condition (e.g., restoring the Permitted Use and/or any other structures, encroachments and/or obstructions shall be borne by Licensee). Specifically, within thirty (30) days of the date of written notice of revocation by Central Hudson and/or termination by Licensee, Licensee shall restore the Property to its Original Condition. If Central Hudson shall transfer, convey, sell or change title to the Property, Central Hudson shall notify Licensee prior to such transfer, conveyance, sale or change of title to the Property and the Licensee shall, on or before the date of any such transfer, conveyance, sale or change of title to the Property restore the Permitted Use and all other structures, encroachments and/or obstructions located within the Property at Licensee's sole cost and expense.

3. The Permitted Use shall not be changed or altered, nor shall it be enlarged, enhanced or expanded, nor shall it be relocated to any other site within the Property without in each instance Licensee securing the prior written consent of Central Hudson. If Permitted Use includes a “Permitted Structure”, should the Permitted Structure be dismantled, demolished, destroyed and/or substantially damaged or destroyed, it shall not be restored, rebuilt or reconstructed without the prior written consent of Central Hudson. If at any time the Permitted Structure is substantially damaged or destroyed and Central Hudson fails or refuses to grant to Licensee consent to have the Permitted Structure restored, rebuilt or reconstructed, then Licensee shall, at Licensee's sole cost and expense, promptly dismantle the Permitted Structure, remove it from the License Area, and restore the License Area to its Original Condition. The consents of Central Hudson as provided for in this paragraph 3 may be granted or denied in Central Hudson's sole discretion for any reason or no reason.
4. This License shall not be assigned by Licensee nor sub-licensed by Licensee, without the prior written consent of Central Hudson, which such consent may be granted or denied in Central Hudson's sole discretion.
5. The use of the License Area pursuant to this License shall not interfere with, obstruct or endanger Central Hudson’s use of the Property or License Area in any way whatsoever. The determination of whether any use of the License Area is interfering with, obstructing or endangering Central Hudson’s use of the Property or License Area shall be made by Central Hudson in its sole discretion and any such decision by Central Hudson shall be binding on Licensee.
6. An annual fee of \$_____ shall be paid to Central Hudson in advance of the anniversary date of this license. This fee will cover all or any part of the year in which this license is in effect. Licensee hereby agrees to reimburse Central Hudson for the share of the yearly increase of Real Property taxes assessed to the License Area caused by the Permitted Use or other Licensee improvements.

7. The Licensee shall furnish and maintain, for the duration of this License, general liability insurance and automobile liability insurance specifically covering the area under License in the amount not less than \$3,000,000 per each occurrence, for bodily injury and/or wrongful death, and property damage in the amount not less than \$500,000 per each occurrence, naming Central Hudson Gas & Electric Corporation as an additional named insured.
8. All costs and expenses associated with the use, operation and maintenance of the Permitted Use shall be borne by and be the sole responsibility of Licensee.
9. Licensee and Licensee's contractor hereby agree to exercise due care in any and all activities in and around the License Area. Any equipment or vehicles being used near, adjacent to or under the electric transmission line conductors must maintain at least a twenty {20} foot horizontal and vertical distance from such electric conductors at all times. Central Hudson's clearance requirements are that no vehicle or equipment having a vertical height of sixteen {16} feet or greater may travel beneath or be used beneath transmission lines.
10. In the event of a default by Licensee of any of its obligations pursuant to the terms and provisions of this License, including the failure to restore the Permitted Use and/or any other structure, obstruction or encroachments placed within the confines of the Property, upon demand by Central Hudson to remove same and/or after termination and/or revocation of this License in accordance with paragraph "2" thereof, Central Hudson shall be entitled to (i) exercise self-help in that Central Hudson may enter the Property and License Area and restore the Permitted Use, or disassemble and remove the Permitted Structure at the cost and expense of Licensee, from the Property, or (ii) seek an immediate restraining order and injunction enjoining and directing Licensee, its successors or assigns to comply with the terms and provisions of this License including the restoration of the Permitted Use and/or any other obstruction, encroachment or structure from the Property, at Licensee's sole cost and expense. Licensee agrees that a default in the terms and provisions of this covenant, and particularly, its obligation to restore the Permitted Use and/or other obstruction, encroachment or structure after revocation and/or termination in accordance with paragraph "2" hereof, will cause Central Hudson irreparable injury and harm, no adequate remedy at law exists and that Central Hudson shall be entitled to enjoin and restrain such default and failure to restore. The right of Central Hudson to pursue the self-help remedy or to seek a restraining order and/or injunction in accordance with this paragraph, shall be in addition to any and all other rights or remedies Central Hudson may have at law, or in equity by statute or otherwise, and all such rights shall be cumulative.
11. Licensee hereby agrees that Central Hudson owes no duty to Licensee or Licensee's invitees to keep the Permitted Use Property, Permitted Structure or License Area safe, that Central Hudson does not give any assurance that the Permitted Use Property, Permitted Structure, or License Area are safe and that Central Hudson is

not responsible or liable for any injury or death to the person (or damage to any property) using or entering the Permitted Use Property or License Area.

12. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, defend (at the option of Central Hudson) and hold harmless Central Hudson, its directors, officers, shareholders, agents, servants, employees and contractors from and against any and all losses, charges, claims, demands, suits, actions, costs, expenses (including reasonable attorney's fees), damages, causes of action, judgments, and liabilities for personal injury (including death to any person) and/or for damage or injury to the property of any person (including Central Hudson's property) incident to or which may arise from or is alleged to arise in any manner from the exercise of Licensee's rights under this License or in any manner related to the use of the Permitted Use, Property or License Area by Licensee or any person authorized, hired or employed by Licensee or any person entering the Property or License Area with Licensee's knowledge or permission or using the facilities thereon, and that such indemnification shall apply irrespective of any partial negligence or alleged partial negligence on the part of Central Hudson or its employees, agents or contractors, except to the extent, if any, that the provisions of applicable law or statute prohibit Licensee from indemnifying Central Hudson by reason of the negligence of Central Hudson, its employees, agents or contractors. Licensee shall nevertheless remain liable hereunder on account of the negligence of a party other than Central Hudson, whether or not Licensee is partially negligent. Licensee shall not, however, be obligated to indemnify and hold harmless Central Hudson for damages to the extent such damages are determined to be solely caused by Central Hudson's negligence. In the event Central Hudson requests that Licensee provide the defense of any such matter as provided for above, Central Hudson shall have a reasonable right of approval with respect to Licensee's choice of attorneys.

Please indicate Licensee's acceptance of the above terms and conditions by signing and returning to Central Hudson both notarized copies of this License Agreement. After execution by an Officer of Central Hudson a License Agreement will be returned to you.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____
Anthony Campagiorni
Vice-President – Business Development & Governmental
Affairs

The foregoing License and the terms and conditions set forth herein are hereby accepted this ____ day of _____, 2013.

BY: _____
Print Name:
Title:

BY: _____
Print Name:
Title:

