

LICENSE

KNOW ALL PERSONS BY THESE PRESENTS, that THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a Eversource Energy, a specially-chartered Connecticut corporation having a principal place of business in the Town of Berlin, County of Hartford, and State of Connecticut (hereinafter "Licensor"), for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the TOWN OF RIDGEFIELD, CONNECTICUT, a municipal corporation located in the Town of Ridgefield, County of Fairfield and State of Connecticut (hereinafter "Licensee"), without representation or warranty of any kind and until the occurrence of a termination hereunder (including, without limitation, those certain Terminating Events (as hereinafter defined)), the following non-exclusive and non-perpetual license and right to use the LICENSED AREA only for the listed purposes, as such licenses, rights and purposes are more particularly described below (collectively, "License"), subject to and/or granted in accordance with all of the following additional terms and conditions:

1. Licensor grants the right to develop, construct, locate, maintain, inspect, manage, improve, repair, replace and remove a certain unpaved walking and biking trail primarily ten feet (10') wide (except for a certain few locations therein in which railings will be designed and installed by the Licensee to provide added safety to bicyclists (the "Bicycle Path Accommodations"); – in those few locations which are subject to the Licensor's prior approval, the width of the trail may not exceed eighteen feet (18')) (the "LICENSED AREA"). The LICENSED AREA is located within that certain tract of land owned by the Licensor located in Ridgefield, Connecticut (the "PROPERTY") as such PROPERTY and the LICENSED AREA are more particularly identified on Exhibit A which is attached hereto, incorporated herein by reference, and made part hereof. Licensor further grants to the Licensee, pursuant to the other terms of this License Agreement, the right to use the LICENSED AREA with such use limited solely for the purposes of recreational walking and bicycling and for no other use or purpose. If the Licensor so determines that any particular use does not conform to the purposes delineated herein then such use shall be immediately discontinued. Notwithstanding the foregoing but subject to the other provisions of this License (including, without limitation, the Licensor's right of prior consent to all improvements made by the Licensee to the LICENSED AREA), Licensor agrees that in making such determination it shall provide reasonable accommodations at Licensee's sole expense in order for Licensee to comply with any applicable provisions of the Americans with Disabilities Act as amended.
2. a. The parties hereto acknowledge and assume that the License granted hereunder does not, under applicable law, require the prior approval of any governmental agency of applicable and competent authority such as, without limitation, the Connecticut Public Utilities Regulatory Authority under Connecticut General Statutes ("CGS") Section 16-43 (CGS § 16-43). In the event that the Licensor later determines, in its reasonable judgment, that such approval and/or permit is so required then each such permit and approval shall constitute a condition to the grant (and/or to the continuation of said grant) of the License contained herein — anything to the contrary contained in this License Agreement notwithstanding. Any such approval and/or permit and any terms and conditions thereunder must be acceptable to the Licensor in its sole and absolute discretion.

b. Licensee further acknowledges and agrees that it has not paid or agreed to pay any "charge", "fee", "rent" or "other commercial service" (as those terms are defined or referenced in CGS Sec. 52-557f et seq, as amended) to Licensor in return for any rights or privileges provided by this License Agreement. Moreover, nothing in this License Agreement including the foregoing sentence, shall abrogate, waive or modify in any way the Licensor's rights under the law including, without limitation, said CGS Sec. 52-557f et seq.

3. The Licensee acknowledges that portions of the PROPERTY (including, without limitation, the LICENSED AREA) may be designated by the Licensor from time to time as being closed to the Licensee and to any person or entity acting thereunder (including the general public), in order to accommodate the needs or requirements of the Licensor.
4. The License shall commence upon the date of execution hereof by both the Licensor and Licensee and shall continue from year to year, unless sooner terminated by either party in accordance with the applicable terms of this License Agreement.
5. The License is subject to the following additional conditions:
  - a. The Bicycle Path Accommodations and all other aspects of the trail shall be constructed by Licensee to conform to all minimum vertical and horizontal clearances required by law and applicable codes and by Northeast Utilities' Design and Application Standards (e.g., its sections covering "Minimum Clearances for Services 0-300 Volts to Ground" and "Minimum Horizontal Pole Clearances"), including the following clearance requirement:

Minimum Clearance for Electric Distribution Lines - Sixteen Feet (16 ft.)

b. Licensor shall have no responsibility whatsoever for maintenance or repair of the LICENSED AREA, including maintenance, repair and/or replacement of any structure or improvement contained therein (including, without limitation, the Bicycle Path Accommodations or any bridge), or for any damage to the surface of the LICENSED AREA which may occur as a result of the Licensor's needs or actions including, but not limited to, the Licensor's need hereby reserved (i) to access the PROPERTY for all reasonable purposes (including, without limitation, flood control relating to adjacent or nearby bodies of water) and (ii) to operate, maintain, inspect, replace, install, reconstruct or otherwise attend to its electric distribution and/or transmission facilities including the system, structures and appurtenances, existing or future, contained on, within or over the PROPERTY, except as otherwise provided in the Fuss and O'Neill Maintenance Plan (the "Maintenance Plan") prepared for Eversource (the Licensee agrees however that the Licensor is not obligated to follow or comply with the Maintenance Plan). Subject however to the foregoing, Licensor shall exercise reasonable care to avoid damaging any improvements made by Licensee in accordance with this License Agreement.

c. Licensee shall have the sole responsibility to construct and maintain (including, without limitation, snow removal) the LICENSED AREA (including the trail therein) in a manner and condition appropriate for the anticipated recreational uses stated above and/or otherwise in accordance with the terms of this License Agreement.

d. Licensee shall have the responsibility to control unauthorized use of the LICENSED

AREA, especially by unauthorized motorized vehicles, including, but not limited to, motorcycles, snowmobiles and all-terrain vehicles.

e. Physical barriers to motorized vehicles shall be designed and installed by the Licensee in designated areas within the LICENSED AREA, approved in advance by the Licensor. Such barriers shall be easily unlocked and opened or removed and replaced by the Licensor or Licensee to allow unimpeded access to the PROPERTY by the Licensor's construction, maintenance, and/or patrol vehicles, which may include all-terrain vehicles. Any expense incurred to maintain and/or allow such unimpeded access shall be borne entirely by the Licensee. The Licensor's personnel shall be supplied by Licensee with keys to all gates, barriers, and barricades installed by or on behalf of the Licensee. In designing and installing all such barriers, the Licensee shall comply with all applicable laws including the Americans with Disabilities Act and, as a result, any such design or installation shall not interfere with any applicable rights of a disabled person to access and use the LICENSED AREA.

f. The Licensee agrees to comply with all of the additional conditions and requirements found in Exhibit B which is attached hereto and is incorporated herein by reference. In the event of any conflict between the provisions of the main body of this License Agreement and its Exhibit B, the provisions of the main body of this License Agreement shall prevail.

g. All work by the Licensee hereunder and/or within the LICENSED AREA must conform to the guidelines entitled: "Northeast Utilities Overhead Transmission Standards - Operation of Equipment Under and Adjacent to NU Rights-of-Way OTRM 222 (Rev. 3 01/24/2012)" which is included and made part of the License Agreement as Exhibit C.

h. At no time shall any part of the LICENSED AREA (including, without limitation, the Bicycle Path Accommodations) contact the Licensor's existing or replacement poles or other electric facilities.

i. Licensee shall present a specific detailed plan for any contemplated parking area within the LICENSED AREA, subject to the review and approval of the Licensor, in its sole and absolute discretion, prior to construction of said parking area. This License Agreement does not confer any permission to the Licensee to construct parking on the property of the Licensor (including the PROPERTY), unless and until a detailed drawing showing the parking plans is approved, in writing, by the Licensor in advance and thereby made a part of this License Agreement.

j. Subject to the other provisions contained in this License Agreement, including, without limitation, those found in subsection 5.k. below and Paragraph 7 of Exhibit B, the Licensee may install kiosks, benches and other amenities and also plantings and other types of low-growth decorative landscaping within the LICENSED AREA.

k. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, ALL DESIGNS, PLANS AND SPECIFICATIONS (IN ADDITION TO THOSE ALREADY LISTED IN THIS LICENSE AGREEMENT) RELATING TO THE LICENSEE'S PLANNED CONSTRUCTION OF THE BICYCLE PATH ACCOMODATIONS WITHIN AND USE OF THE LICENSED AREA AND ALL ASPECTS OF SUCH PLANNED CONSTRUCTION AND USE MUST FIRST BE APPROVED BY THE LICENSOR BEFORE ANY WORK IMPLEMENTING SAME

AND/OR BEFORE ANY SUCH USE BY THE LICENSEE ON, OR AT, THE LICENSED AREA MAY COMMENCE OR CONTINUE. ANY SUCH APPROVAL BY THE LICENSOR SHALL NOT BE UNREASONABLY WITHHELD, DELAYED OR DENIED.

6. This License Agreement and the License granted to the Licensee herein shall terminate:
  - a. Upon an election by the Licensor under Section 19 hereof;
  - b. As of the date of a taking or exercise of eminent domain by any governmental authority of competent jurisdiction, to the extent any portion of the PROPERTY is condemned or taken in any manner for any public or quasi-public use;
  - c. Upon any termination under Section 12 of Exhibit B;
  - d. Upon the date this License Agreement or any notice hereof is recorded by or on behalf of the Licensee on the Ridgefield Land Records or any similar registry without the prior written consent of the Licensor (which may be withheld in Licensor's sole and absolute discretion);
  - e. upon ten (10) days prior written notice by either party hereto;
  - f. if the Licensee breaches any material condition or term of this License Agreement.

Unless otherwise provided for in this License Agreement, any such termination under the provisions of this Section 6 shall be effective upon notice and shall not affect the Licensee's obligations under or in connection with this License Agreement or under the License including any obligations or liabilities resulting from a breach of this License Agreement and any obligation arising on or before the effective date of termination, including, but not limited to, obligations of indemnity and reimbursement, and obligations under Section 15 and/or Section 19, respectively.

Notwithstanding anything to the contrary contained in this Section 6 above, the Licensor and Licensee acknowledge and agree that during the first three (3) years of this License Agreement, the Licensor's right to terminate under subsection 6.a or 6.e shall be limited to the following: (i) in the event the Connecticut Public Utilities Regulatory Authority (successor to the Connecticut Department of Public Utility Control) or some other governmental agency of applicable and competent jurisdiction orders or directs (or takes some other action or makes some other ruling that, in the Licensor's reasonable judgment, would require) that the Licensor terminate this License Agreement and the License granted hereunder; and/or (ii) in the event that such termination is reasonably necessary in order for the Licensor to fulfill its public service obligation or obligations. It is acknowledged and agreed by the parties hereto that nothing in this paragraph shall prevent the Licensor from terminating this License Agreement under subsections 6.b, 6.c, 6.d, or 6.f even during the first three (3) years of the term of this License Agreement.

7. The Licensee acknowledges that it has inspected the PROPERTY, and unconditionally accepts the LICENSED AREA (including any and all structures and improvements contained therein or thereon) "AS-IS"/"WHERE-IS" and has determined the LICENSED AREA to be suitable for Licensee's use. IN ADDITION AND AS REFERENCED ABOVE, THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE LICENSOR GRANTS THE LICENSE HEREBY WITHOUT REPRESENTATION (EXCEPT AS SPECIFICALLY PROVIDED FOR

BELOW IN THIS SECTION 7) OR WARRANTY OF ANY KIND INCLUDING ANY WARRANTY OF TITLE OR FITNESS FOR A PARTICULAR PURPOSE. The Licensee agrees that it is not relying on any oral or written representations of the Licensor concerning the PROPERTY and/or the LICENSED AREA (including, but not limited to, representations relating to dimensions, soil conditions, environmental conditions, municipal restrictions, ownership or authority, or uses by adjoining or third parties).

The Licensee does however hereby acknowledge that the Licensor has disclosed to it the following: (i) that portions of the PROPERTY (including the LICENSED AREA) have been the subject of environmental remediation by the Licensor wherein Licensor, among other things, had removed, transported away, remediated, disposed of and/or encapsulated certain soils containing, among other things, arsenic pursuant to a remediation plan approved by and/or filed with the Connecticut Department of Energy and Environmental; as part of that plan, the Licensor installed a certain impervious geotechnical membrane designed to serve as a cap over a certain area of environmentally-sensitive soils that remain within the LICENSED AREA (the "Cap"); and (ii) that, in general, portions of the PROPERTY (including the LICENSED AREA) were used for railroad purposes by Licensor's predecessors in title; the Licensee therefore acknowledges the fact that historically some "rail beds" and other railroad uses have been associated with the potential for the presence of certain toxic or hazardous chemicals, materials, pollutants and/or substances; if such chemicals, materials, pollutants and/or substances do exist and/or remain within or at the PROPERTY, the Licensor hereby represents that it would not have been the cause thereof; and accordingly and notwithstanding anything to the contrary contained in this License Agreement, the Licensee, at its sole expense, agrees as follows:

(a) that in its uses and planned uses of the LICENSED AREA (including, without limitation, the Bicycle Path Accommodations) the Licensee shall develop and implement a Soil Management Plan (e.g., plans to adequately protect workers from any potential exposure and plans for soil management, storage, transportation, reuse, treatment and/or disposal) using an environmental professional licensed in Connecticut (i.e., an LEP) before engaging in any such soil disturbance or related work and that such Soil Management Plan, soil disturbance, and related work shall comply with all applicable law; (b) that, without limiting any of Licensor's rights including those under the law, the Licensee hereby releases the Licensor, its parent and affiliates and its and their respective trustees, directors, officers, employees, contractors and agents from any liability and/or claim whatsoever by or on behalf of Licensee relating to the presence of any hazardous or toxic chemical, substance, material and/or pollutant (including arsenic) (collectively, "Hazardous Materials") on, at, within and/or under the Affected Areas (as defined below) and/or any release therefrom — in each instance to the extent any such Hazardous Materials are not brought onto the Affected Areas by Licensor or by any of its employees, officials, contractors, agents and/or invitees on or after the effective date of this License; and (c) that the Licensee shall be fully liable for (i) any release of any Hazardous Materials located on, at, within and/or under the Affected Areas (the term "Affected Areas" comprises the LICENSED AREA and any other part of the PROPERTY that is or was subjected to, disturbed by and/or otherwise directly affected by the actions (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of the Licensee or by any of its employees, officials, contractors, subcontractors, agents and/or invitees) caused by or otherwise relating to or arising from the activities (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of the Licensee or its officers, officials, employees, contractors, subcontractors, agents and/or invitees — those releases referenced in (b) and (c) hereinabove may include, without limitation, those

that occur or originate within the Affected Areas and then migrate therefrom; and/or (ii) any exacerbation of conditions with respect to Hazardous Materials located on, at, within and/or under the Affected Areas caused by or otherwise relating to or arising from the activities (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of the Licensee or its officers, officials, employees, contractors, subcontractors, agents and/or invitees; and/or (iii) any related characterization, treatment, removal, storage, monitoring, disposal and/or remediation of Hazardous Materials within the Affected Areas and within any other areas affected by any of the aforesaid releases of Hazardous Materials; (iv) any damage to the Cap as referenced above caused by or otherwise relating to or arising from the activities (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of the Licensee or its officers, officials, employees, contractors, subcontractors, agents and/or invitees; and (v) all costs relating to items (i), (ii), (iii) and/or (iv) together with all costs (including but not limited to attorneys', consultants' engineers' and expert fees and costs, remediation costs, damages, fines and/or awards) arising from or incurred in connection with any judicial, regulatory, administrative or other governmental action relating to the presence (see (d) herein below) and/or the aforesaid release, exacerbation of conditions and/or related characterization, treatment, removal, storage, monitoring, disposal and/or remediation; and (d) that the Licensee shall be fully liable for all costs relating to the presence of any Hazardous Materials on, at, within and/or under any or all of the PROPERTY (including the Affected Area) brought onto the PROPERTY by the Licensee or by its officers, officials, employees, contractors, subcontractors, agents and/or invitees.

In addition to the Licensee's indemnification obligations arising under other provisions of this License (including those found in Section 12 below) but subject to the exception found in Section 23 below, the Licensee shall indemnify, defend and hold Licensor, its parent and affiliates and its and their respective trustees, directors, officers, employees and agents (collectively, the "Indemnified Parties") harmless from any and all Losses imposed upon, incurred by and/or asserted against any of the Indemnified Parties directly or indirectly arising out of or in any way relating to (1) (i) any release or exacerbation of conditions described above in the preceding paragraph caused by or otherwise related to or arising from the activities (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of Licensee and/or any of its officers, officials, employees, contractors, subcontractors, agents or invitees (collectively, the "Licensee Parties"); and/or (ii) any related characterization, treatment, removal, storage, monitoring, disposal and/or remediation of Hazardous Materials within the Affected Areas and within any other areas affected by any of the aforesaid releases or exacerbations of Hazardous Materials; and (iii) all costs relating to items 1(i) and 1(ii) together with all costs (including but not limited to attorneys', consultants', engineers' and expert fees remediation costs, damages, fines and/or awards) arising from or incurred in connection with any judicial, regulatory, administrative or other governmental action relating to said items 1(i) and 1(ii) above; and/or (2) (i) the presence; (ii) any release or exacerbation of conditions; and/or (iii) related characterization, treatment, removal, storage, monitoring, disposal and/or remediation, of any Hazardous Materials on, at, within and/or under the PROPERTY brought onto the PROPERTY by or on behalf of the Licensee.

For the purpose of further clarification, the Licensor and Licensee acknowledge and agree that, notwithstanding anything to the contrary contained in this License Agreement (subject to the limited exception found in Section 23), the Licensee shall not be liable under the provisions of this Section 7 for (1) any Hazardous Materials that are brought onto the PROPERTY by

Licensor and/or by any of officers, officials, employees, contractors, agents or invitees (not including Licensee) on or after the effective date of this License; (2) any Hazardous Materials that existed on the PROPERTY prior to said effective date that were not released, exacerbated, disturbed and/or in any other way affected by activities (including, without limitation, Licensee's design and installation of the Bicycle Path Accommodations) of Licensee or by any of the Licensee Parties; or (3) any release or exacerbation of conditions by Licensor or by any of its officers, officials, employees, contractors, agents or invitees (not including Licensee) of any Hazardous Materials on the PROPERTY occurring on or after the effective date of this License.

For the purposes herein, "Losses" shall mean any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, without limitation, strict liabilities), obligations, debts, diminutions in value, fines, penalties, charges, costs of remediation (whether or not performed voluntarily), settlement amounts, foreseeable and unforeseeable consequential damages, claims of adjoining property owners and other third parties, litigation costs, attorneys' fees and costs, engineers' and expert fees and costs, environmental consultants' fees and costs, and investigation costs (including, without limitation, costs for sampling, testing and analysis of soil, water, air, and other substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial, regulatory or other administrative proceedings, actions, claims, suits, judgments, fines, penalties, interest or other awards.

8. Until it has received Licensor's prior written approval (including any approvals under Section 5) (which approval shall not be unreasonably withheld, delayed or denied), Licensee shall not undertake or permit (i) any excavation, grading or filling on the PROPERTY, (ii) construction of any structure or improvement on the PROPERTY, (iii) the removal of timber from the PROPERTY, or (iv) parking or storage, even temporarily, of vehicles, materials or equipment on the PROPERTY. The Licensor shall have the right to impose conditions upon any work conducted by the Licensee within the LICENSED AREA necessary to assure the safety of Licensor's facilities which are presently or may in the future be located within or on or in the vicinity of the PROPERTY.
9. Subject to the exception below, the Licensee shall not at any time use, handle, transport, store or dispose of any pollutant or toxic or hazardous material within the PROPERTY, and shall at all times maintain the PROPERTY in a safe and lawful condition. Notwithstanding the foregoing, the Licensor recognizes that some materials necessary for the construction or maintenance of the LICENSED AREA (including, without limitation, the Bicycle Path Accommodations) may be classified as a pollutant or as a toxic or hazardous material. In connection with any such proposed use, handling, transportation, disposal or storage thereof, the Licensee must first receive the Licensor's prior written approval. Each approval is within the Licensor's sole and absolute discretion. Any use, handling, transportation, storage or disposal of any such pollutant or toxic or hazardous material approved by the Licensor in accordance with this paragraph shall be conducted in full compliance with all applicable laws and the policies of the Licensor, including those relating to use, handling, transportation, storage and/or disposal of pollutants and toxic or hazardous materials and waste.
10. Licensee shall, at its sole cost, and in cooperation with the Licensor, obtain any and all required consents or permits for conduct of any and all work associated with execution of the provisions of this License Agreement. Prior to the submission of any and all documents proposed to be submitted in the pursuit of any and all required consents or permits for any and all work associated with execution of the provisions of this License Agreement, Licensee shall submit to

the Licensor, and obtain the Licensor's written approval of the aforementioned documents which approval shall not be unreasonably withheld, delayed or denied. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents or permits are in force and effect for Licensee's use of the PROPERTY.

11. The Licensor, in its sole discretion, shall have the right, at any time and without liability to itself or compensation to the Licensee, to use the PROPERTY (which includes the LICENSED AREA) to install, use, repair, maintain, replace, upgrade, relocate, or remove any of its facilities, equipment, structures and other PROPERTY that presently exist or may in the future be located within and/or adjacent to the PROPERTY in connection with the conduct of the Licensor's business. However, Licensor and Licensee shall cooperate with each other insofar as is practical to avoid or mitigate against any inconveniences to each other and/or the public who may be making use of the LICENSED AREA. Subject to the other provisions of this License, any upgrade performed by or on behalf of the Licensor under this Section 11 that was not necessitated by an act or omission of the Licensee shall be at the Licensor's sole cost and expense.
12. In addition to the other indemnification obligations of the Licensee under this License Agreement, the Licensee shall indemnify, defend and hold the Indemnified Parties harmless from any cost, liability, damage, loss, claim, action or proceeding whatsoever for injury to persons (including death) or damage to property (including any environmental damage or environmental liability except to the extent covered specifically by the indemnity provisions contained in Section 7) which may arise from or be claimed to have arisen from the exercise by the Licensee or any Licensee Party of the rights and/or permissions granted in or any acts taken in connection with or omission relating to this License Agreement including use of the LICENSED AREA by the general public. The Licensee hereby releases Licensor from any liability whatsoever for Licensor's damage to Licensee's improvements to the LICENSED AREA that result from the Licensor's reasonable requirements to install, construct, repair, maintain, replace and/or remove its facilities, equipment, structures or other property during emergency conditions or any other actions reasonably taken in connection with its rights under this License Agreement or otherwise in connection with its duties or status as a public service company. Moreover, the Licensee hereby releases the Licensor from any liability whatsoever for damage to improvements made by the Licensee pursuant to this License Agreement which may occur due to the existing conditions of the PROPERTY, the Licensor's reasonable exercise of its rights to install, construct, repair, maintain, replace and/or remove its future facilities, equipment, structures or other property or any other actions reasonably taken by the Licensor in connection with its rights under this License Agreement or otherwise as a public service company, the Licensor's work during emergency conditions, or any right of the Licensor hereunder to remove improvements, grading or other work installed within the PROPERTY by or on behalf of the Licensee including those installed without the Licensor's approval.
13. Throughout the term of the License and as a condition to entering the PROPERTY, the Licensee shall provide evidence to the Licensor of the following insurance coverage, or its equivalent:

General (including Public) Liability Insurance with limits of at least \$1,000,000 per occurrence/~~\$5,000,000~~ per aggregate for bodily injury, and \$1,000,000 per occurrence/~~\$5,000,000~~ per aggregate for property damage.



All policies shall be endorsed to (i) name the Licensor, its parent and affiliates and its and their respective trustees, directors, officers, employees and agents as "additional insureds" with respect to liability arising out of the Licensee's operations or use of the LICENSED AREA or any use of same by third parties, and, to the extent practicable, (ii) to require that at least thirty (30) days written notice be given to the Licensor prior to any cancellation or material change in the policy. Certificates of insurance incorporating these requirements shall be provided to the Licensor on or before the execution of this License Agreement and said certificates shall be acceptable to the Licensor in all respects. Failure to maintain said insurance coverages and/or to provide said certificates shall constitute a default by the Licensee under this License Agreement.

The Licensee will provide the Licensor with immediate notice (but in no event later than one business day) of Licensee's receipt of any notification from any of its insurers of (i) said insurer's cancellation or planned cancellation of or (ii) any material change or planned material change in any insurance policy or coverage required under this License Agreement. Any failure by the Licensee to provide such notice to the Licensor within said time period shall constitute a default under this License Agreement.

14. Licensee shall be liable for any additional assessments or taxes imposed upon the PROPERTY by reason of its use or improvement of the LICENSED AREA. If such assessment or tax is paid by the Licensor, Licensee shall fully reimburse the Licensor within thirty (30) days from the submittal of an invoice by the Licensor.
15. On and before the Termination Date (as defined in Section 19) or upon a termination under Section 6, all improvements made by or on behalf of the Licensee to the LICENSED AREA shall be removed at the Licensee's sole cost and risk. Any such improvements remaining on the PROPERTY (including the LICENSED AREA and the Bicycle Path Accommodations) following termination shall, at the sole option of the Licensor either (i) be deemed to be the property of the Licensor, and Licensee shall execute any appropriate documents of transfer (and pay any costs relating to said transfer), or (ii) may be removed by the Licensor and all costs for such removal and related disposal and/or storage costs shall be paid by the Licensee. Licensee shall restore, at its sole expense, the LICENSED AREA to substantially the same condition as existed immediately prior to the effective date of this License Agreement.
16. Notices permitted or required under this License Agreement shall be deemed received upon personal delivery, or three (3) business days following mailing of a notice by certified mail, postage prepaid, return receipt requested to:

Licensor: Eversource Energy Service Company  
Real Estate Department  
P. O. Box 270  
Hartford, Connecticut 06141-0270  
Attention: S. Giuliano  
Manager, Corporate Property Management

With a copy to: Robert J. Bourne, Esq.  
Eversource Energy — Legal Department  
107 Selden Street  
Berlin, CT 06037

Licensee: Town of Ridgefield, Connecticut  
400 Main Street  
Ridgefield, CT 06877  
Attention: First Selectman

With a copy to: David L. Grogins, Esq. City Attorney  
Cohen and Wolf, P.C.  
158 Deer Hill Avenue  
Danbury, CT 06810

17. This License Agreement, together with Exhibits A, B, C and D, constitutes the entire agreement between the Licensor and the Licensee with respect to the License and the LICENSED AREA and no oral statements, promises, express or implied warranties or other understandings except those expressly set forth in this License Agreement shall be valid unless reduced to writing and signed by both parties on or after the date of this License Agreement.
18. THE LICENSEE HEREBY IRREVOCABLY WAIVES ANY SOVEREIGN IMMUNITY RIGHTS AND/OR PRIVILEGES IT MAY HAVE AND ANY DEFENSE BASED THEREON WITH RESPECT TO THIS LICENSE AGREEMENT OR ANY SUIT, ACTION OR PROCEEDING WHICH MAY BE BROUGHT BY OR ON BEHALF OF THE LICENSOR TO ENFORCE, INTERPRET, OR COLLECT ON THIS LICENSE AGREEMENT, OR ANY AGREEMENTS HEREIN OR ANY AMENDMENTS HERETO, OR ANY OBLIGATION ARISING OUT OF SAID AGREEMENT AND/OR AMENDMENT INCLUDING THOSE RELATING TO ANY OBLIGATION OR AGREEMENT TO INDEMNIFY HEREUNDER.
19. Notwithstanding anything to the contrary contained in this License Agreement other than any applicable provisions found in the last paragraph of Section 6, the Licensee acknowledges and agrees that the Licensor has the right to terminate this License Agreement upon written notice to the Licensee ("Section 19 Notice") if the Licensor, in its sole judgment and discretion, has determined that it will use all or any portion of the LICENSED AREA for, or in connection with, any proposed installation, erection, repair, relocation, modification and/or extension of wires, conduits, cables, poles, towers, cross-arms, guys, foundations, anchors, braces, ducts, transformers, transformer pads, pedestals, meters, facilities, fixtures and/or other appurtenances useful in connection with the transmission and/or distribution of electricity and/or communication signals (a "Terminating Event"). Upon the Licensee's receipt of a Section 19 Notice, (i) all of the rights and licenses granted to the Licensee in this License Agreement shall terminate six (6) months after said receipt (the "Termination Date") and (ii) on or before the Termination Date or the date of termination under Section 6, Licensee shall, in addition to its other obligations under this License Agreement including those found under Section 15 hereof, remove, at Licensee's sole cost and expense and at the election and direction of the Licensor, any and all improvements constructed or installed by Licensee in the LICENSED AREA ("Licensee' Facilities") and restore the LICENSED AREA to substantially the same condition as existed prior to the installation of Licensee's Facilities.
20. No assignment of this License Agreement or of the License, or any other right or obligation hereunder, shall be made by the Licensee without prior written notice to, and the prior written consent of, the Licensor (which shall be within the sole and absolute discretion of the

Licensor). Any assignment or transfer (or attempt thereof) by the Licensee in violation of the terms of this License Agreement, including those contained in the preceding sentence, shall be null and void and shall also constitute a default. Upon the occurrence of such default, the Licensor shall be entitled to all rights and remedies under this License Agreement including, without limitation, termination of this License Agreement.

21. The Licensee shall perform, throughout the term of the License and at its sole expense, all vegetation management within the LICENSED AREA that is reasonably required by the Licensor in connection with the Licensor's electric facilities located on or in the vicinity of the PROPERTY. All plans and methods involved in said management by the Licensee shall be in accordance with the Licensor's vegetation management practices and shall be subject to the Licensor's prior written approval which shall not be unreasonably withheld, delayed or denied.
22. This License Agreement shall not be construed as creating or vesting in the Licensee any estate in the PROPERTY, but only the limited right of use described and granted under this License Agreement.
23. Notwithstanding anything to the contrary contained in this License Agreement including in Sections 7 and/or 12 above, the Licensee shall have no obligation under this License Agreement to indemnify the Licensor or its parent and affiliates or any of its or their respective trustees, directors, officers, employees, contractors and agents for claims of injury to persons (including death) or of damage to property (i) brought solely by non-users of the LICENSED AREA (e.g., an abutter to the LICENSED AREA or the PROPERTY whose claim is limited solely as a result of being an abutter and not as a result of being a user of the LICENSED AREA); and (ii) where any such claim for injury or for damage by any such non-user of the LICENSED AREA is limited to only claims that are solely and directly caused by the presence of any Hazardous Materials existing on the LICENSED AREA prior to the date of this License Agreement or brought onto the LICENSED AREA by Licensor or by any of its employees, officials, contractors, agents and/or invitees after the effective date hereof and where any such Hazardous Materials were not in any way released, disturbed, exacerbated or otherwise affected by the activities (including, without limitation, Licensee's design and installation of Bicycle Path Accommodations) of the Licensee or any of its officers, officials employees, contractors, subcontractors, agents or invitees.
24. Notwithstanding anything to the contrary contained in this License including, without limitation, any references herein to improvements and/or installations by Licensee or others on its behalf, the parties hereto acknowledge and agree that the Licensee shall not make or install any improvement or conduct any construction activity in connection with or relating to this License or the LICENSED AREA other than the Bicycle Path Accommodations.
25. Licensor and Licensee each hereby acknowledges and agrees that it and its legal counsel have been given an equal opportunity to negotiate the terms and conditions of this License Agreement, and that any rule of construction that ambiguities are to be resolved against the drafting party, or any similar rule operating against the drafter, does not apply to the construction of this License Agreement and is therefore hereby waived.

TO HAVE AND TO HOLD, effective as of this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns according to the terms of said provisions.

Witnessed by:

The Connecticut Light and Power Company  
d/b/a Eversource Energy

\_\_\_\_\_

By

\_\_\_\_\_

Its  
Duly Authorized

Date Signed \_\_\_\_\_

Witnessed by:

Town of Ridgefield, Connecticut

\_\_\_\_\_

By

\_\_\_\_\_

Its  
Duly Authorized

Date Signed \_\_\_\_\_

Exhibit A

Final Plan

That certain map entitled “\_\_\_\_\_”, which is incorporated herein by reference and made part of this License Agreement. The full text of this exhibit is on file in the respective offices of the Licensor and the Licensee.

## Exhibit B

1. When reasonable grounds for insecurity exist or arise in connection with the Licensee's ability or willingness to satisfy or comply with any of its payment or other performance obligations under this License (including those relating to the Licensee's development, installation, maintenance, repair, replacement and eventual removal of the Bicycle Path Accommodations), then the Licensor may demand adequate assurance of payment and performance from the Licensee. Such adequate assurance shall mean sufficient security in a form, amount and term reasonably specified by the Licensor. Accordingly, within five (5) days from such demand by the Licensor, the Licensee shall provide and deliver to the Licensor a performance/completion bond or a letter of credit or establish escrow funds insuring, in the Licensor's reasonable opinion, that adequate and liquid funds will be available to cover the full amount of said performance and payment obligations.
2. At Licensee's sole expense, Licensee shall provide proper and adequate written advance notification to all owners of properties located immediately adjacent to the PROPERTY and the LICENSED AREA of the Licensee's development plans relating to the Bicycle Path Accommodations. Licensee will be responsible for determining who holds title to those properties (collectively, the "Abutters").
3. Licensee must obtain Licensor's prior written consent for all improvements made to the LICENSED AREA which consent shall not be unreasonably withheld, delayed or denied. Additionally, Licensee, at its sole cost and expense, is responsible for obtaining all necessary city, county, state and federal permits necessary for the development, operation and maintenance of the LICENSED AREA.
4. LICENSED AREA and any improvements therein or on including the Bicycle Path Accommodations must be located a suitable distance, as determined solely by the Licensor's engineers on a case by case basis, from any existing or future utility poles, guy wires, towers, other utility structures and/or other facilities of the Licensor.
5. Subject to the provisions of this License Agreement including, without limitation, Section 5.k of the main body of this License Agreement, Licensee shall provide all necessary signage in connection with the LICENSED AREA, at its sole cost and expense. Licensee shall use reasonable efforts to employ the use of signage that is constructed mostly of durable, non-metal material. All of said signage must be reviewed and approved in writing by the Licensor which approval shall not be unreasonably withheld, delayed or denied. Licensee shall be required to post signage indicating rules governing use of the LICENSED AREA, the publicly accessible hours of the LICENSED AREA, and any other information required by the Licensor to be posted. Such signage shall be placed at access points to the LICENSED AREA, and as appropriate along the LICENSED AREA, as required by the Licensor. In addition to the above, the Licensee has offered to construct and install additional signage which would acknowledge this grant by the Licensor, Eversource Energy, of this license to the Town of Ridgefield. Said signage shall be in substantial conformance to the model shown on Exhibit D and shall be placed in a location within the LICENSED AREA agreed to by the parties hereto. The Licensee also agrees that the Licensor may install additional signage within or near the LICENSED AREA to acknowledge said grant. The Licensor shall consult with the Licensee on the form and

substance of said additional signage prior to installation.

6. Licensee must submit for review/approval three (3) sets of site drawings prepared by a licensed engineer or surveyor identifying the proposed location of the LICENSED AREA and the Bicycle Path Accommodations, including the width and length of the LICENSED AREA, changes in grade distances to edges of the LICENSED AREA, property lines, stone walls, and utility infrastructure and any signage, kiosks and the like otherwise permitted hereunder. Once approved, any changes to the LICENSED AREA (including, without limitation, the Bicycle Path Accommodations) and Licensee's design will require the additional review and prior written approval of the Licensor.
7. Except for the landscaping of LICENSED AREA and paths identified on the submitted drawings, no other landscaping will be permitted within the LICENSED AREA. Moreover, no planting of trees will be permitted.
8. The installation of any outdoor lights proposed along the LICENSED AREA must be reviewed and approved in advance in writing by the Licensor with such approval to be within the sole and absolute discretion of the Licensor. The use of lighting must be explained to the Abutters in the notice required under Paragraph 2 above. Licensee shall be responsible for the cost to install and maintain any outdoor lights as well as for the cost of energy usage.
9. Licensee must abide by and fully comply with all applicable local, state and federal laws including those regarding building codes, planning and zoning, wetlands, protected species and stream/waterway buffer protection and the ADA (Americans with Disabilities Act), and any amendments thereto. Licensee is responsible for installation and maintenance of the LICENSED AREA using environmental best management practices to ensure proper erosion control.
10. At no time shall the LICENSED AREA, the Bicycle Path Accommodations or use of the LICENSED AREA inhibit Licensor's access to the PROPERTY, the Licensor's licenses and rights of way or any of its structures or facilities. (This includes, without limitation, the time period during the installation of the Bicycle Path Accommodations and installation of any signs and lighting allowed under this license).
11. Licensee shall be responsible for monitoring of the LICENSED AREA (including police and other public safety patrols) and routine removal of trash and debris, illegally dumped material, and for maintenance of landscaping along the LICENSED AREA.
12. In addition to any other termination rights of the Licensor under the License Agreement, the Licensor shall have the right, upon written notice, to terminate the License and any of the Licensee's rights under the License and/or License Agreement if:
  - a. the Bicycle Path Accommodations are not, as determined by the Licensor in its reasonable judgment, substantially constructed by the Licensee within two (2) years following the execution of the License Agreement and such failure to achieve substantial construction, also as determined by Licensor in its reasonable judgment, was not caused by a force majeure or similar material event beyond the control of (and without fault or negligence by) the Licensee (collectively, "Force Majeure Event");
  - b. the LICENSED AREA is not maintained in a condition reasonably acceptable to the

Licensor;

- c. the LICENSED AREA is utilized by the Licensee, its officials, agents, representatives, employees, contractors and/or invitees, for purposes outside the scope of the License Agreement; or
- d. the Licensee fails or refuses to fully comply with any of the other terms of the License Agreement.

Without diminishing in any way any other rights of the Licensor under this License to terminate this License, the Licensee shall have a reasonable period to cure (not to exceed 30 days from notice) any default under subsection 12.b., 12.c. or 12.d hereinabove. Moreover, as to subsection 12.a, in the event that the Licensor determines thereunder that a Force Majeure Event had occurred which prevented substantial construction of the Bicycle Path Accommodations within the two year deadline, the Licensee will then be granted any necessary extension to said deadline however, in no event shall that extension exceed six (6) months (i.e., maximum substantial construction deadline no greater than thirty (30) months from the execution of this License Agreement).

- 13. Use of the Licensor's property (including, without limitation, the LICENSED AREA and the PROPERTY) by Licensee, its officials, employees, agents, contractors and invitees (collectively, the "Licensee Representatives") shall be at Licensee's sole risk and expense. Licensor, its parent, subsidiaries and its and their respective affiliates shall be entitled to the fullest extent legally permissible to the liability protections available to it under all laws protecting from liability landowners who or that allow recreational use of their properties (including the PROPERTY and the LICENSED AREA). The Licensee shall use best efforts to preserve for the benefit of the Licensor any such available protections under the law.
- 14. Notwithstanding the grant of the License, the Licensor hereby retains all of its rights including those granted through existing deeds or licenses or received through operation of law including through prescriptive rights.
- 15. Licensee and Licensor shall meet on an annual basis (more frequently if deemed necessary by the Licensor) at a mutually-convenient time and place to assess/review the condition of the LICENSED AREA, and evaluate adherence by the Licensee to the terms of this License Agreement.

The above provisions are incorporated into the attached License Agreement and are made a part thereof.



Exhibit C

Northeast Utilities - Overhead Transmission Standards

Exhibit D

Signage

Licensor and Licensee hereby agree that any signage of the Licensee in connection with this License must first be acceptable to both Licensor and Licensee before the Licensee would be permitted to install any such signage within the PROPERTY including the LICENSED AREA.



CONNECTICUT

Subject Property  
Town of:

**RIDGEFIELD**

KEY MAP

Not To Scale



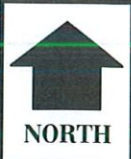
**EVERSOURCE**  
ENERGY

**EXHIBIT "A"**



APPROX. 10' WIDE  
TRAIL LICENCE  
TO BE CONVEYED  
LENGTH = 11,380'±

SUBJECT  
PROPERTY



PROPERTY OWNERSHIP CL & P YANKEE GAS N.G.C. ROCKY RIVER REALTY