

Limited License for Electric Powerline Right of Way Survey  
(\_\_\_\_\_ Powerline)

The undersigned,  
, residing at \_\_\_\_\_  
hereinafter referred to as the "Licensor", does hereby grant a limited license to conduct an electric powerline survey to:

\_\_\_\_\_, "Licensee", a limited liability or corporation duly organized under the laws of the \_\_\_\_\_, with its principal business address at \_\_\_\_\_, and its Tax I.D. # \_\_\_\_\_, under the following terms and conditions.

The Licensee is hereby granted permission to conduct a limited survey of the premises herein described for the purpose of a possible electric powerline easement or right of way in the future. This permission is expressly conditioned upon the compliance by the Licensee with each and every term of this License.

#### CONDITIONS OF PERMIT

1. a. The parties contemplate that the actions of the Licensee will be to perform an instrument survey by a NY State licensed land surveyor with total station electronic instruments and range pole and reflector and plastic flagging to make an instrument survey line and map for a possible proposed electric powerline easement over the property. Any environmental, archeological or other surveys required by the Public Service Commission may only be performed upon the express condition that the Licensee has provided, in advance, to Licensor a detailed plan of the scope, nature, and location of said surveys to be performed and that the Licensor has not objected to them. Any such surveys shall be subject to the terms of this License. All work will be performed on foot. Licensor declares that he or she remains available to discuss the terms of this License so as to comply with all PSC orders and requirements. Licensor desires to work with the Licensee to assure that such surveys as are required by law can be performed, but with due regard for the Licensor's land and concerns.

b. Neither the Licensee nor its agents, employees, officers, directors, stockholders, members, contractors and subcontractors, may dig or cause to be dug any holes on the property, nor allow or cause to be allowed any explosions under, in, on or above the property, nor may any structure be built or erected on the property under this Permit, without prior written separate permission of the Landowner.

2. This Permit shall run for a period of \_\_\_\_\_ days beginning on \_\_\_\_\_. This license is expressly conditioned on and the Licensee expressly agrees that the Licensee, its agents, employees, officers, directors, stockholders, members, contractors and subcontractors will not contact the Licensor, propose any right of way agreement, easement, or option therefor or the like, except and exclusively through the Licensor's attorney. The Licensor and the Licensee agree that any violation of this paragraph shall void, ab initio, any right of way, easement or option therefor obtained after the date of receipt of this unsigned License. The Licensee understands and acknowledges that the Licensor has less knowledge, experience and practice in the matters of Rights of Way, Easement, and Options than the Licensee, and that any violation of this paragraph shall be considered an attempt to improperly take advantage of this difference. In any action to enforce this paragraph by the Licensor, its heirs, successors and assigns, the Licensor shall be entitled its attorney's fees, costs, and disbursements, including expert witness fees if the Licensor prevails. This provision can only be waived by a writing signed by the Licensor and approved by his or her attorney in writing.

3. No entry under the terms of this License shall be allowed until the Licensee has given seven

days advance written notice of the days on which the Licensee will be present on the premises. This Permit shall not be effective until the Licensee shall have paid the sum of \$\_\_\_\_\_ to the Licensor. Regardless of when the payment is made, the length of the term of this license shall not exceed \_\_\_\_\_ days, to wit: ending no later than \_\_\_\_\_.

4. No vehicles, whether all-terrain vehicles or otherwise, or animals, except human beings, shall be allowed on or across the property, without the expressed prior written permission of the Licensor given after the date of this License.

5. No plants or vegetation, trees or bushes, or anything else growing shall be cut, removed or damaged without the expressed prior written permission of the Licensor given after the date of this License. Licensee shall not remove or allow to be removed anything from the premises whatsoever. Any environmental damage shall be the sole responsibility of the Licensee.

6. The Licensee, its successors, heirs and assigns, agents, employees, subcontractors, contractors or invitees shall hold harmless and indemnify the Licensor for any compensatory, consequential and incidental damages caused in whole or part, directly or indirectly, by the Licensee, and said indemnity and hold harmless shall be against all claims, actions, damages, causes, proceedings, liabilities or obligations arising in any way out of this License and the direct or indirect actions of any of the parties to this license, their successors, officers, directors, members, managers, agents, employees, subcontractors, contractors or invitees, and the like, including the payment of attorney's fees, court costs, expert witness fees, and any other charges or fees associated in the defense or prosecution of any litigation whatsoever. The Licensee warrants that it, its successors, officers, directors, members, managers, agents, employees, subcontractors, contractors or invitees, and the like will not breach or violate or aid in any breach or violation of any local, state, or federal laws, in the performance of it work on the premises, especially and including but not limited to any employment or labor laws of the State of New York or of the United States. This paragraph shall survive the termination of this License.

7. The Licensee shall include in all contracts with any contractors or subcontractors a clause identical to the indemnification clause above, running not only to the Licensee but also to the direct benefit of the Licensor. The Licensee shall be liable to the Licensor for all acts or omissions of Licensee's contractors and subcontractors. The Licensee shall be responsible for all of Licensor's attorney's fees arising out of the enforcement of this agreement or the violation of it by the Licensee, its agents, employees, successors, subcontractors, or contractors, and any invitees of the Licensee, if the Licensor prevails.

8. This License may be cancelled and terminated at any time by the Licensor before the entry on the land or commencement of any survey, and if the Licensee, its agents, employees, contractors or subcontractors, successors, or assigns violates any terms of the License, the Licensor may cancel and terminate this License, and any equipment on the property at the time of violation or thereafter may be held by the Licensor as security for the payment of any damages or amounts due, including attorney's fees, arising directly or indirectly out of said violation of this License by Licensee, its heirs, successors, assigns, agents, employees, contractors or subcontractors.

9. This document shall be immediately recorded in any County Clerk's Office where the land is situated at the Licensee's expense and if the Licensee does not so record this document within ten days of its signing, then the Licensee hereby irrevocably appoints the Licensor its agent under power of attorney to sign on its behalf all forms necessary to place said document on the public record and to record or file this document and such other forms and documents as are necessary.

10. This License shall not be effective until it is signed by both the Licensor and the Licensee. In

addition the Licensee and the party or parties for whom they are performing the survey services agree that all operations will be conducted with the highest regard for the safety of persons and protection of property. Licensee represents that it has sufficient liability insurance of at least \$2,000,000.00 to cover the cost of any damage to persons or property and for defense of the Licensor under any and all indemnification agreements herein as well as sufficient coverage to pay any and all claims. No officers, directors, members, managers, agents, employees, subcontractors, contractors or invitees, and the like shall use any pesticides, herbicides, biocides, or any chemical liquids, gases, aerosols, metals, paints, solvents, fasteners or other substances or other materials of any kind in the air or on any surface, including on plants, animals, insects, water, or the ground, other than plastic flags. No trash, including plastic flags, shall be left behind. Abrogation of this clause is cause for immediate termination of the license and liability by the Licensee for damages and 100 % clean up expenses.

11. The person signing on behalf of the Licensee shall print his name clearly and legibly below his signature and shall describe therein his office, and hereby represents to the Licensor and to any court of record that he has actual authority and power to bind the Licensee and to sign on behalf of the Licensee, and that by the signing hereof he or she binds the Licensee to all the terms herein. The representations, promises, and indemnification provisions in this License shall survive the performance of the operations authorized herein as well as the termination of this License.

12. This License shall not be effective to grant access to the Licensor's property unless there appears on the License the tax identification number of the Licensee, and an accurate physical address of the location of the Licensee's place of business or the Licensee's personal residential address, if an individual.

13. The Licensee agrees to provide immediately to the Licensor copies of the survey and all data obtained through, by or arising out of this License.

14. The property covered by this License is described as follows:  
Tax Map # \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, but only so much as appears in the survey zone on the map of the Proposed Right of Way.

15. The Licensee hereby specifically acknowledges that if there is an existing oil and gas lease or leases effecting the premises herein, that the Licensee, it agents, employees, assigns, successors, its principal and entities for whom it is performing the survey or to whom it sells the results of its survey hereby agree to hold harmless and to indemnify the Licensor it heirs, successors and assigns from and against any and all claims, obligations, liabilities, actions, proceedings, including attorney fees and court costs and fees and expert witness fees, made against the Licensor by the lessee of said lease for any violation of said lease or leases arising from this License or the exercise of the privileges under it by the Licensee, it agents, employees, contractors and subcontractors, assigns, successors, its principal and entities for whom it is performing the testing or to whom it sells the results of its survey.

16. Any reference to the Licensor or the Licensee shall include their heirs, successors, and assigns, and no assignor nor predecessor shall be relieved of any liability because of or on account of any assignment or successorship, the liability being joint and several among the licensee, its heirs, successors and assigns. The survey and data obtained hereunder shall not be sold or transferred without the express written permission of the Licensor and only after any fee is paid therefor as requested by the Licensor.

17. Prior to execution of this License and as a condition of this License, the Licensee shall deliver to the Licensor and Licensor's attorney, within five days of signing this License, a digital copy of the proposed route map of the portion of the electric powerline as it passes through the Licensor's property and a hard copy map of the electric powerline and its boundaries. Failure to deliver said maps



# Notary Public

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