

TRAIL LICENSE

This Trail License (this "License") is made as of this _____ day of _____, 2025, between **NIAGARA MOHAWK POWER CORPORATION**, d/b/a National Grid, a public service corporation organized and existing under the laws of the State of New York, with an office at 300 Erie Boulevard West, Syracuse, New York, 13202, (hereinafter called "Licensor"), and the **SHAWNEE SNO-CHIEFS SNOWMOBILE CLUB, INC.**, with an address of P.O. Box 657, Sanborn, New York 14132 (hereinafter called "Licensee").

WHEREAS, Licensor is the owner in fee of certain lands located in the Town(s) of Pendleton, County of Niagara, State of New York; and

WHEREAS, Licensee wishes to acquire rights to use said lands for the purpose of establishing and maintaining snowmobile trails for use by Licensee and any persons invited by Licensee to enter upon and use the Premises, whether expressly or by implication ("Invitees"); and

WHEREAS, Licensor is willing to allow Licensee and its Invitees to use a portion of its fee-owned land as a snowmobile trail in the Town(s) of Pendleton, County of Niagara, New York, if certain conditions are met; and

WHEREAS, it is the desire of the parties to enter into an agreement covering the operation and maintenance by the Licensee of such snowmobile trails.

NOW THEREFORE, the parties agree as follows:

In consideration of and subject to the agreements, terms and conditions contained in this License, Licensor grants without warranty of any kind to Licensee a revocable, non-exclusive License to lay, maintain, operate and repair snowmobile trail(s) for recreational snowmobile use by Licensee and its Invitees (the "Permitted Uses") during the Term defined in Section 1 below, along the fee-owned lands of Licensor located in the Town(s) of Pendleton, County of Niagara, State of New York, as shown and labeled as the "Trail" on the map attached hereto as **Exhibit "A"** and made a part hereof (hereinafter the "Premises"). At no time does this License permit use of any lands not owned in fee by Licensor or any areas not shown on the map attached hereto. The Licensee agrees that it will provide for the operation, grooming and maintenance of the Trail strictly in accordance with the terms and provisions of this License as hereinafter set forth.

It is understood and agreed that this License is granted upon the following terms and conditions:

1. The term (the "Term") of this License is for a period of one (1) year commencing upon November 1, 2025 and expiring on the first anniversary thereof, unless sooner terminated or extended as provided below; provided however, that the actual recreational use of the Premises by snowmobiles shall be restricted to the five (5) month period between **December 1** and **April 30**. Licensor may renew the Term at its sole discretion for the year following the expiration of the initial Term and for any year thereafter (each, an "Extension Term") upon receiving a request for such renewal from the Licensee in writing at least two (2) months before the commencement of then applicable Extension Term. This request must be sent to Licensor c/o National Grid, Thirdpartyrequest@nationalgrid.com and TrailCoordinator@nysnowmobiler.com New York State Snowmobile Association, PO Box 134, Oakfield, NY 14125 www.nysnowmobiler.com 888-624-3849 Ext. 102.
2. This License is granted solely for the use of the Premises by the Licensee and its Invitees for the

Permitted Uses and for no other purpose. Licensee shall further have the obligation to discourage and deter whenever possible unlawful use of the Trail and shall foster and improve enjoyment thereof, subject to the provisions of paragraphs 7 and 8 herein.

3. **Improvements.** In connection with the Permitted Uses, Licensee, at its sole cost and expense, shall have the right to maintain, operate, repair and remove temporary minor improvements on the surface of the Premises, and to place thereon directional signs, trail identification signs, and regulatory signs (collectively, "Minor Improvements"). Licensee shall not have the right to construct or install permanent improvements of any kind on the Premises, including, without limitation, the construction of bridges and/or culverts ("Major Improvements," and, collectively with Minor Improvements, "Improvements"), unless expressly approved by Licensor pursuant to paragraphs 8 and the Notice provisions set forth herein. Construction, maintenance, repair and use of any and all Improvements shall be subject to paragraph 7 herein. Licensee further understands that they will be responsible for and bear any and all costs in maintaining, repairing, operating and removing the Improvements. Nothing contained in this License shall prevent Licensor from making improvements at its own expense, if Licensor so desires.
4. Licensee shall not be allowed to erect any permanent structures nor plant any trees, plants or shrubs on Licensor's land. Licensee shall not pave any portion of the Premises, nor permit parking thereon, and there shall be no change of grade. Where the use of the Premises has resulted in an unauthorized change of grade, the Licensee shall repair all such locations to the Licensor's satisfaction at the sole cost and expense of Licensee.
5. Except as may be approved in accordance with paragraph 8, Licensee shall restrict the use of equipment on the licensed premises to grooming equipment and snowmobiles only, which equipment shall meet any and all of the requirements set forth on **Exhibit "B"**, including, without limitation, the clearance requirements. Equipment or vehicles of any other kind or nature is strictly forbidden, unless approved in accordance with paragraph 8.
6. Upon the expiration or termination of this License, all Improvements shall be removed by Licensee at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.
7. LICENSOR MAKES NO REPRESENTATIONS TO LICENSEE OR ANY OTHER PERSON AS TO THE ADEQUACY, SAFETY OR FITNESS OF THE PREMISES FOR THE LICENSEE'S OR ANY OTHER PERSON'S INTENDED USE, INCLUDING THE PERMITTED USES, NOR DOES LICENSOR MAKE ANY REPRESENTATIONS TO LICENSEE OR ANY OTHER PERSON AS TO THE CONDITION OF THE PREMISES. LICENSEE'S AND ANY INVITEE'S ENTRY UPON THE PREMISES SHALL BE AT ITS OWN RISK IN ACCORDANCE WITH NEW YORK GENERAL OBLIGATIONS LAW SECTION 9-103. LICENSEE AGREES TO INSPECT THE PREMISES TO DETERMINE THE ADEQUACY, SAFETY AND FITNESS AND COMPLIANCE WITH LAWS OF THE PREMISES FROM TIME TO TIME AS NECESSARY. LICENSEE AGREES TO MAINTAIN THE PREMISES AND IMPROVEMENTS THEREON IN SAFE CONDITION AND TO KEEP THE PREMISES FREE FROM HAZARDS. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE REQUIRED TO MAINTAIN, REPAIR, REPLACE,

IMPROVE OR IN ANY WAY ALTER THE PREMISES AS A RESULT OF OR IN CONNECTION WITH THE LICENSE.

8. Prior to the placement of any Major Improvements on the Premises, Licensee shall submit plans and specifications for any such work to Licensor for approval, which plans and specifications shall meet the requirements set forth on **Exhibit "D"** attached hereto and made a part hereof (the "Plans and Specifications"). Licensor shall review said Plans and Specifications and respond to Licensee within a reasonable amount of time with either its approval or a request for more information. In the event Licensee's Plans and Specifications are of such nature as to require a more extensive review of such Plans and Specifications, Licensee agrees to submit Plans and Specifications a minimum of six (6) months in advance. Licensor shall have the right to require changes in such Plans and Specifications to the extent it deems such changes necessary or desirable, at no cost to Licensor. Licensor reserves the right, in its sole discretion, to reject or deny any proposed Improvement(s). Under no circumstances will Licensor be held to have any knowledge of the adequacy, safety or appropriateness of the Plans and Specifications.

9. **Notice of Major Improvements.** In the event any Major Improvement is approved by Licensor subject to the terms herein ("Approved Work"), Licensee shall provide proper Notice (as defined hereunder) to Licensor no later than the date that is five (5) days prior to the date such Approved Work is to commence and provide Notice to Licensor in the same manner as soon as possible after such Approved Work is completed. Licensor shall have the right to have a representative present during the time such Approved Work is underway and such representative shall have the right to require the Approved Work to be halted at any time if he or she reasonably deems it necessary to protect property or facilities; however, such right shall impose no duty whatsoever upon Licensor.

In the event an Improvement is necessitated by an emergency that poses an immediate risk to health, safety, property, or the continuity of essential services, Licensee may make such Improvement without prior notice. Licensee shall provide telephonic Notice to Licensor, as provided for herein, as soon as possible after commencement said Improvement, followed by written notice to Licensor as soon as reasonably practicable after commencing the emergency Improvement. Such Notice shall describe the nature of the emergency and the work performed or to be performed to address same. IN the event an Improvement is necessitated by an emergent situation Licensee shall use reasonable efforts to minimize any disruption and comply with applicable laws and standards and any Improvement or action required to address the emergency shall be limited to what is reasonably necessary to address the emergency.

10. Licensee shall not cause, nor shall it permit Invitees to cause, (a) damage to the Premises, including but not limited to natural growth thereon, except as clearly necessary for the exercise of the privileges granted herein, and then only in accordance with paragraphs 8 and 9; (b) littering or befouling of the Premises or other property of Licensor of which the Premises are a part; (c) any fire to be set or started upon or about the Premises, intentionally or accidentally; (d) a nuisance to adjoining landowners, to other licensees, to Licensor, or to the public in general, or improper or illegal conduct upon the Premises; (e) interference with the Licensor's equipment or facilities, or of other authorized occupants or licensees of the Premises; (f) the possession of firearms or alcoholic beverages on or about the Premises; (g) fencing or obstruction of any part of the Premises; (h) discrimination against any person by reason of race, creed, color, national origin, or sex in the exercise of the privileges granted herein.

11. Licensee shall avoid, and shall be liable to Licensor for, damage to or interference with Licensor's facilities, which are now or hereafter upon the Premises, caused by Licensee or its Invitees.

12. Regardless of impairment of Licensee's rights, Licensor further expressly reserves the right to install and maintain any of its utility facilities including, but not limited to, electric lines, conduits, wires, cables, guys, poles, towers, anchors, fences and other appurtenances, as well as gas mains, pipes, connections and other appurtenances and to deny or restrict access to such areas as necessary to exercise its rights for so long as such work takes place. In the event such activities should require the excavation of Licensee's Improvements, the Licensor shall not be liable for damages to said Improvements.
13. Should it appear necessary or desirable (such necessity or desirability being determined solely by Licensor) that Licensor requires the use of any portion of the Premises for its own use, and that such use by Licensor would interfere with Licensee's then existing use of the Premises, Licensee will, within thirty days after receipt of a written request to do so from Licensor, relocate, at its own expense, such parts of its Improvements as are designated in the request to other locations within the Premises of Licensor when possible within the judgment of Licensor. In the event of an emergency, Licensor shall have the right to make such temporary or permanent relocation, removal, alteration of the Improvements as are necessary to permit such emergency work. Licensee hereby specifically agrees to indemnify, defend and hold Licensor, its affiliates, and their respective officers, agents, representatives, employees, successors and assigns harmless from any and all damages, claims, costs and expenses (including attorney's fees and court costs) arising from such temporary or permanent relocation, removal, or alteration made by Licensor during such emergency conditions. This provision shall survive the expiration or earlier termination of this License.
14. Notwithstanding anything expressly or implied contained herein to the contrary, Licensor shall have the right, at any time and in its sole discretion and for any reason, to demand removal of any and all Improvements and/or to revoke and terminate this License and the privileges it confers by giving not less than thirty (30) days written notice to Licensee. Upon expiration of said notice period, this License and privileges herein granted shall be absolutely terminated and extinguished, save for the removal reimbursement, and indemnity obligations contained elsewhere herein. Upon the expiration of said notice period, or the expiration of such longer period as may be agreed to by Licensor and Licensee at the time of Licensor's notice to Licensee, Licensee shall remove the Improvements at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.
15. It is understood that, regardless of what may be shown on **Exhibit "A"**, Licensee shall not operate or maintain any snowmobile trails at any point less than fifteen (15) feet from any Licensor installations, facilities, equipment, or appurtenances. In any instance where a subsequent installation by Licensor makes such clearance impossible without a relocation by Licensee, then the existing clearance will be maintained by Licensee unless Licensor chooses to exercise its rights set forth in paragraph 13.
16. Licensee shall cause the Premises to be used in strict compliance with any federal, state and local statute, law, ordinance, code, rule or regulation.
17. Licensee shall not cause, permit or suffer any Invitee to cause, the storage, use, emission, dumping, depositing, placing, burying or disposing, in any manner of any hazardous materials or wastes, toxic

materials or wastes and solid, liquid, or semi-solid wastes as such terms are defined and regulated under any federal state or local statute, law, ordinance, code, rule, or regulation on the Premises. To the extent that Licensee becomes aware of any Invitee violating this provision, Licensee shall provide notice of said violation to Licensor in accordance with paragraph 27. Licensee shall indemnify and hold harmless Licensor, its affiliates, and their respective officers, employees, agents, representatives, successors and assigns from any and all claims demand loans damages cost or expenses (including attorney's fees and court costs) that are incurred or asserted in connection with Licensee's, or any persons expressly invited by Licensee to enter upon and use the Premises for the Permitted Uses, failure to observe such statutes, laws, ordinances, codes, rules or regulations. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

18. **Notice of Damage or Injury**. Licensee shall provide Notice, immediately upon the occurrence of any injury, death or property damage upon the Premises or in the event of any release, emission, dumping, depositing or discovery of any of any hazardous toxic or petroleum-based wastes or materials or solid, liquid, or semi-solid wastes as such terms are defined and regulated under any federal state or local statute law, ordinance, code, rule, or regulation
19. The Licensee shall keep Licensor advised of the names of its officers, their principal residences, main contact telephone number and email address (if any), and shall provide notice of any changes in the names and addresses thereof within thirty (30) days of such change.
20. Unless otherwise provided herein, Licensee's or any Invitee's use of the Premises, including, without limitation, the placement of Improvements thereon, shall also be in accordance with conditions set forth in **"Conditions for Activities within Electric Transmission Line Rights of Way" Exhibit "B"** and **"NYS Association Snowmobile Guidelines" Exhibit "C"** collectively attached hereto and made a part hereof. To the extent there is any conflict between the terms of this License and **Exhibit "B" and "C"**, this License shall control.
21. Licensee shall provide and maintain insurance coverage as set forth in **Exhibit "E"** attached hereto and made a part hereof, which insurance coverage shall cover all of Licensee's indemnification obligations. Licensor agrees to utilize commercially reasonable efforts to promptly notify the insurance carrier, or its duly authorized representative, of any claims or potential claims which may arise during the period of insurance coverage. A list of insurance carrier contacts is attached hereto as **Exhibit "F"**. Licensor further agrees to fully cooperate with the insurance carrier's investigation of any such claims or potential claims, at no expense to Licensor. If a legal action is commenced for personal injuries or wrongful death purportedly arising during the period of this License, the Licensor agrees to accept the defense of any such action by an attorney who is selected and retained by the insurance carrier to represent the interests of the Licensor, provided that Licensor shall have the right to approve such attorney, which approval shall not be unreasonably withheld, conditioned or delayed. Nothing contained in this paragraph shall alter or impair the Licensee's obligations as otherwise set forth in this License, including but not limited to paragraph 22 below.
22. The Licensee, its Invitees, and any other persons using the Premises for snowmobile use assume all risk of loss, damage or injury to the environment, to property, including, but not limited to, Licensor's improvements and facilities upon the Premises, and to persons, including, but not limited to, personal injuries whether or not resulting in death, which from time to time may occur on or about the lands of the Licensor arising out of or in any way connected with the Permitted Uses, including, without limitation, the use of the Premises for snowmobile use by Licensee, its Invitees, and any other person, and this License. Neither Licensor, its affiliates, nor their respective officers, employees, agents, representatives, successors or assigns shall be liable for personal injury or property damage to any

person in connection with this License per the provisions of New York General Obligations Law Section 9-103, except to the extent caused by the willful or malicious misconduct of Licensor. Licensee agrees to defend with counsel approved by Licensor as provided in paragraph 21 above, indemnify and hold harmless Licensor and its direct and indirect parent, subsidiaries and affiliates, and their respective officers, employees, agents, representatives, successors or assigns from any and all claims and damages, loans, costs, expenses (including costs of defending any claims, including attorney's fees, and any costs related to responding to or participating in any Public Service Commission investigations or proceedings brought against Licensor or Licensee because of any knowing or unknowing violations by Licensee of any applicable Public Service Commission opinions or regulations to which Licensor is subject), and liability of whatsoever kind or nature arising out of or in any way caused by directly or indirectly, the existence of this License, the exercise of the rights under this License, the use, operation and repair of Licensee's Improvements on the Premises, the use of the Premises by Licensee, its Invitees, or any other person as a snowmobile trail, or the acts or failure to act of Licensee, its agents, employees, servants, contractors, invitees or any other persons under the direction and control of any of the foregoing. The provisions of this paragraph 21 shall survive the expiration or earlier termination of this License.

23. Licensee may not abandon the Improvements it places or causes be placed within or upon the Premises during the Term, or any extension thereof, or upon the expiration or termination of this License, without the prior written consent of Licensor. If Licensee ceases to use or maintain its Improvements and Licensor demands that the Improvements be removed (in the manner set forth in paragraph 14), Licensee shall cause the same to be removed at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.
24. At no time shall the activities on, or use of, the Premises (or any of the lands or properties of Licensor of which the Premises are a part) by Licensee, its Invitees, or persons who are sponsored by, guests of, associated with, in the company of, or members or employees of Licensee be deemed adverse or hostile to Licensor, nor shall such activities or uses create in any person any real property interests or prescriptive rights.
25. This License is personal to the Licensee and may not be assigned or transferred by Licensee in any manner.
26. Licensor shall have the right to withhold any consent of Licensor referred to herein for any reason or without reason in Licensor's sole discretion. If any action by the Licensee shall require the Licensor's consent or approval, such consent or approval on any particular occasion shall not be deemed consent or approval of any other action on any subsequent occasion.
27. **Notice.** All notices, demands, and requests required or permitted under this Agreement shall be in writing and shall be deemed given when sent by United States Registered or Certified Mail, postage prepaid, or by overnight delivery by a nationally recognized courier, (a) if to Licensee, addressed to **SHAWNEE SNO-CHIEFS SNOWMOBILE CLUB, INC.**, with an address of P.O. Box 657, Sanborn, New York 14132, or such other place as Licensee may from time to time designate by written notice to Licensor in accordance

with the information to be provided and updated pursuant to Paragraph 19 hereof, and (b) if to Licensor, addressed to Licensor, c/o National Grid, 144 Kensington Avenue, Buffalo, NY 14214, Attention, Real Estate Department, Annette Comer, ROW department or such other place as Licensor may from time to time designate by notice to Licensee (“Notice”).

28. Licensee recognizes that Licensor may grant or have previously granted rights to other parties above, on or below the Premises. Should any conflict arise, Licensee shall use their best efforts to resolve same. If questions remain unresolved, Licensor shall be the sole arbiter. Notwithstanding the foregoing, the rights granted by this License are subject to any and all outstanding liens, mortgages, encumbrances, conditions, restrictions, reservations, leases, easements and/or claims of title affecting said Premises or any portion or portions thereof.
29. Any failure of the Licensee to comply with and conform to the terms and conditions set forth herein may, in Licensor's sole discretion, work an immediate forfeiture of all rights, privileges, and interest conveyed herein, and this License shall, upon written notice from Licensor to Licensee, be deemed terminated, and the Licensor shall have the right to re-enter and repossess the Premises, and Licensee hereby covenants and agrees as a covenant running with the land, that it shall execute all documents necessary to release the rights granted herein to Licensee. Any failure of the Licensor at any time or from time to time to declare a forfeiture hereunder shall not, however, constitute a waiver of its rights to do so for any future breach, whether similar or different in nature.
30. This License is executed in duplicate and may be executed in counterparts; each party has one and each is an original for all purposes. This License constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understanding between the parties relating to the subject matter hereof, and is subject to no understanding, conditions, or representations other than those expressly stated herein. This License may only be amended or modified by a writing signed by the Licensor and the Licensee and which refers specifically to this License.
31. This License shall take effect only when signed by both parties in the presence of a Notary Public and Licensee shall have complied with the insurance obligations set forth herein.
32. Licensee shall not record this License in the County Clerk's Office or any other place designated for recording or filing without the express written approval of Licensor.
33. If any provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this License shall be deemed valid and enforceable to the fullest extent permitted by law.
34. This License shall be governed by and construed in accordance with the laws of the State of New York.
35. Licensee hereby represents and warrants to Licensor that (i) Licensee has the power and authority to execute, deliver and perform its obligations under this License, and (ii) the person executing and delivering this License on behalf of Licensee is duly authorized to so execute and deliver this License.

36. If any governmental agency or other party having the power of eminent domain condemns or takes a portion of the Premises in order to meet its business needs, the Licensor may require the Licensee to expeditiously alter or remove any or all of its Improvements, at Licensee’s sole cost and expense, so as to permit the Licensor to reconfigure, reconstruct or otherwise alter its facilities within the Premises to fully meet and satisfy its business needs. If any governmental agency or other party having the power of eminent domain condemns or takes all or a portion of the Premises, the Licensor may terminate this Agreement by notice to the Licensee. Any damages recoverable in respect to such appropriation or acquisition shall be the sole property of the Licensor; Licensee hereby releases unto the Licensor any interest it may have in the same. Nothing contained herein shall be construed to prevent Licensee from prosecuting in any eminent domain proceedings a claim for its personal property, trade fixtures and equipment so taken or any relocation, moving and other dislocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Licensor from the taking authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed.

SHAWNEE SNO-CHIEFS SNOWMOBILE CLUB, INC

By: _____

Name: _____

Title: _____

STATE OF NEW YORK :

SS:

COUNTY OF _____ :

On this ____ day of _____, 2025, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

STATE OF NEW YORK :

SS:

COUNTY OF :

On this ____ day of _____, 2025, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT "A"

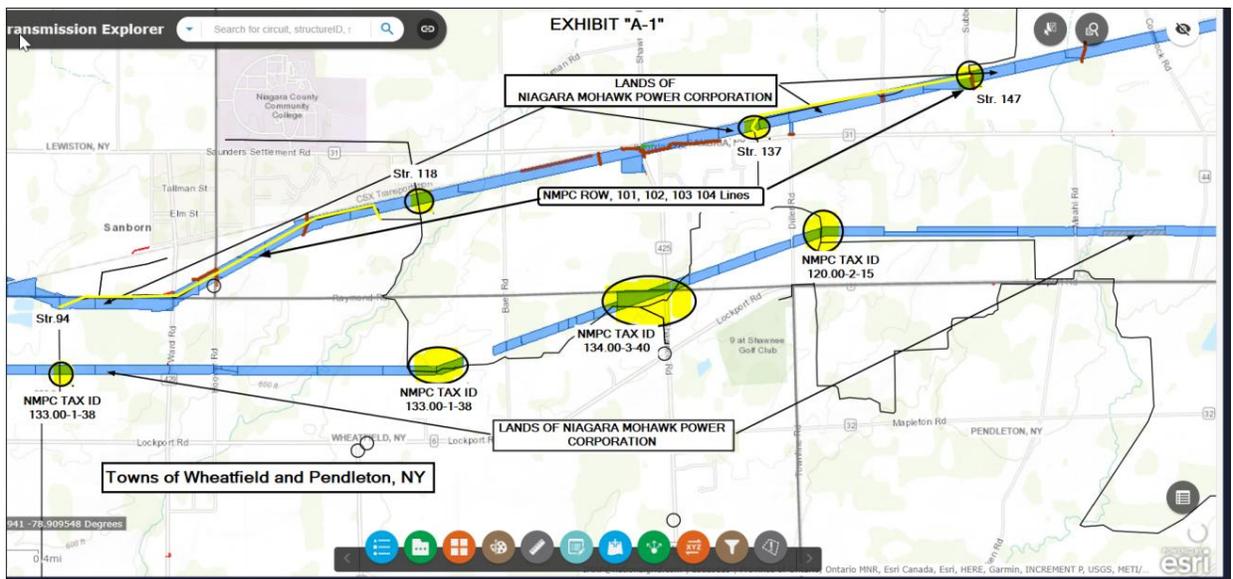
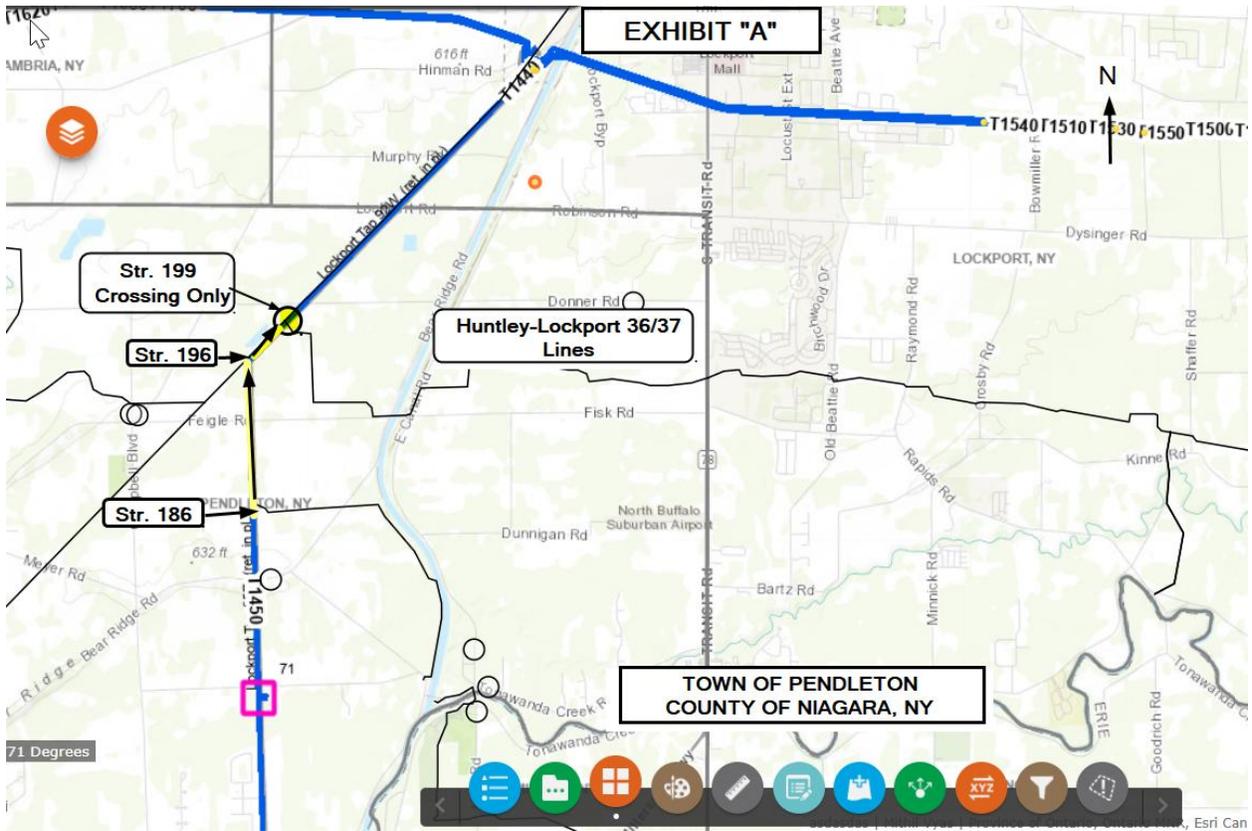


EXHIBIT "B"

Conditions for Activities within Electric Transmission Line Rights of Way

Compliance/Safety

All activities conducted by the Requestor shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. The requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the voltage(s) of the transmission line(s) within the right-of-way, must meet:

- National Electrical Safety Code
- In New York, Part 57 of the New York State Industrial Codes Rules (also known as the “High-Voltage Proximity Act”) (<http://www.labor.ny.gov/workerprotection/safetyhealth/sh57.shtm>)
- All OSHA regulations governing working clearances to electric distribution and transmission lines shall be followed. Although regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs.
 - In accordance with 1926.1408, if the Requestor asks to encroach upon the clearance as specified, clearance requirement and requests voltages of electric lines near the proposed work or activity, the Requestor shall provide an aerial photograph or detailed survey plan delineating the area of work or activity in proximity to electric lines and structures. Additional Requests may be emailed to Thirdpartyrequests@NationalGrid.com or mailed to National Grid Attn: Real Estate Department, 300 Erie Blvd W (A-3), Syracuse, NY 13202
- The Requestor shall not place or store any items within the right-of-way, including construction materials or debris, excavated soil, trailers, or storage containers.
- The Requestor shall not unload or load vehicles or equipment within the right-of-way.
- The Requestor shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

Protection of Transmission Line Facilities

- The Requestor shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:
 - The Requestor shall operate equipment and vehicles at least 50 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.
 - When making a rough cut during excavation, the Requestor shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.
 - The Requestor shall not store or use explosives within the right-of-way.
 - The Requestor shall locate all ground wires buried in areas to be excavated and shall protect them against damage. If a buried ground wire is broken, the Requestor shall prevent anyone from touching it and shall notify National Grid.

- The requester shall provide an electrically qualified safety observer when operating mechanical equipment within a transmission electric ROW. The qualified safety observer shall ensure operating mechanical equipment are properly grounded and maintain the minimum approach distance (MAD) from energized lines and electrical equipment. The safety observer shall observe the clearance and warn the operator when the equipment approaches the MAD. In addition, a resume of the safety observer needs to be submitted and be approved by National Grid.

Access to Right-of-way

- The Requestor shall not at any time block or impede access to or along the right-of-way.
- The Requestor shall not damage roads or trails used to gain access to or along the right-of-way. If they are damaged, they must be restored to at least the same condition as at the beginning of work.
- The Requestor's activities shall not result in the accumulation of stormwater on National Grid's property.
- Proposed bituminous and/or concrete drive surfaces shall be designed to withstand and meet AASHTO *Standard Specifications for Bridges and Highways* H-25 highway class design criteria for vehicular loading. This is to protect any underground utilities that maybe in the right-of-way.

Preservation of Rights and Future Use

- National Grid retains all rights granted in the original right-of-way deed. Specifically, National Grid reserves the right to place future structures or relocate existing structures anywhere within the right-of-way and reserves the right to control any vegetation within the right-of-way.
- The Requestor shall place no above or below ground structures within the right-of-way, including streetlights, signs, sheds, fences, septic systems, and swimming pools.
- Improvements shall not continuously occupy more than 100 feet along any line drawn longitudinally along the right-of-way.
- Improvements shall not occupy expected future locations of transmission structures. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.

EXHIBIT "C"

NYS Association Snowmobile Guidelines

Prohibitions for activity and uses

- No permanent structures
- No work allowed in the ROW without written permission
- No planting
- No parking
- No grade changes including rutting
- equipment is restricted to snowmobiles and grooming equipment only
- No firearms
- No alcoholic beverages
- No fires
- No explosives
- No barriers to NG access
- No Nuisance to adjoining landowners, to other licensees
- No Damage to NMPC facilities
- No fueling on NG property
- No unloading (including snowmobiles off trailers) etc

Trail guidelines

- No trails between H frame structure
- No trails under Guy wired (between structures and guy)

Plan submission for use of clubs under NYS

- Route plan for new trails and updating existing Plans and Specifications need to be submitted a minimum of six (6) in advance
- Must indemnify NG and meet insurance requirements

USE after agreement is in place

- Renewal needs to be done annual
- Report any encroachments or any other activities to NG
- Closure due to unsafe conditions including work on high voltage transmission line must be adhered to

EXHIBIT "D"
MAJOR IMPROVEMENTS
REQUIREMENTS AND STANDARDS FOR
PLANS & SPECIFICATIONS

Prior to reviewing the proposal for any Major Improvement, Licensee must provide the following items:

1. Improvement Description:

- (a) Letter describing the scope of the Major Improvement, which includes the following information:
- i. Tax map parcel number(s) of the affected parcel
 - ii. Street, city/town/village, and county where the property is located
 - iii. Tax map parcel number of NMPC's right-of-way
 - iv. Project scope, i.e., residential, subdivision, commercial
 - v. Specific details of the right-of-way crossing; i.e., width; driveway, water/sewer, underground utilities.

2. Record information and map references: (a) Current deed to the property, with recording information; (b) copies of applicable documents in the parcel's chain of title, particularly existing easements, crossing reservations, deed restrictions, etc.; (c) Recording information for the recorded deed for NMPC's right-of-way, and (d) reference to the map title and number associated with NMPC's right-of-way (if known).

3. Engineering Drawings:

- (a) Plan and profile drawings, which include the following:
- i. North arrow and site location map.
 - ii. Conductor heights (a) at three low points in the affected span over the proposed crossing and (b) at their attachment points on the structures at each end of the affected span. References are to be made to existing and proposed ground elevations and to the temperature to the nearest 2 degrees F, at the time of measurements.
 - iii. The physical limits of the crossing are to be coordinated and oriented to NMPC's right-of-way, and to its traverse line where pertinent. Include all relevant information, including structure numbers and adjacent parcel information.
 - iv. 15'-wide asphalt or concrete curb cuts/apron on either side of the crossing to allow continual access over the right-of-way (slope of 1 vertical / 10 horizontal).
 - v. Existing utilities and other improvements within the area affected by the Applicant's proposal.
 - vi. Proposed underground utility installations.
 - vii. Certification to "Niagara Mohawk Power Corporation" signed by a Land Surveyor, together with a seal of a Professional Engineer, where pertinent.
- (b) Map size shall be 8 ½" x 11" or multiples thereof (maximum size 34" x 44").
- (c) Six copies of the maps are to be submitted to Niagara Mohawk Power Corporation, Real Estate Energy Delivery Support, 1125 Broadway, 2nd Floor, Albany, NY 12204.

4. Legal Description of Crossing:

- (a) Description may be centerline or metes and bounds.
- (b) Coordinated and oriented to NMPC's right, title or interest and to its traverse line where pertinent.
- (c) Signed and dated by a Land Surveyor.

5. Governmental approvals: Proof of preliminary/conceptual submittals to applicable government agencies (planning/zoning board, etc.) and to parties other than Licensee having any rights or interests, where applicable. It is strongly recommended that Licensee process the crossing request simultaneously with obtaining necessary governmental (planning/ zoning) or other permits.

EXHIBIT "E"
Insurance Requirements

From the effective date of this Agreement, through expiration, termination or longer where specified below, Licensee shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the NMPC, the NMPC's affiliates and their respective agents, employees, directors and other parties that the NMPC may identify*) and issued by reputable insurance companies, acceptable to the NMPC with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include “**NMPC, National Grid USA (the “NMPC”), and its direct parent, subsidiaries, affiliates, successors and assigns**” (collectively, the “Insured Entities”) as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by Licensee.

1. **Risk of Loss (Equipment/Materials)** – The Licensee shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.
2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of Contractor/Software Provider/Service Provider under or in connection with this Agreement, at **minimum** limits of:

\$1,000,000 limit “per occurrence” – Bodily Injury/Property Damage
 \$2,000,000 limit – Product/Completed Operations
 \$2,000,000 limit - General Aggregate

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of “Insured Contract”), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. **Must use CG 20 10 and CG 20 37 or equivalent for Additional Insured endorsements.***

3. **Automobile Liability Insurance** - Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of **Contractor/Software Provider/Service Provider** under or in connection with this Agreement at **minimum** limits of:

\$1,000,000 combined single limit “each accident”

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon Company’s review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers’ Compensation and Employer’s Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The employer’s liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers’ Compensation Act of 1927 and Jones Act of 1920.**

In the event Contractor/Software Provider/Service Provider is a **Sole Proprietor** that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

5. **Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at **minimum** limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

6. **Professional Liability Insurance**, (*if applicable*), providing coverage for negligent acts, errors, and omissions (including, when applicable, Technology errors and omissions), in an amount of \$1,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect Company from losses arising out of the use of Contractor/Software Provider/Service Provider's product or failure to render services.

Should coverage be written on a "Claims Made" form, Contractor/Software Provider/Service Provider or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

7. **Cyber Liability Insurance**, (*if applicable*), either purchased separately or endorsed to Professional Liability/Errors & Omissions, covering liability arising from or out of the Services provided under this Agreement at **minimum** limits of \$5,000,000 "per claim".

Coverage shall include, but not be limited to, the following, as applicable - Internet and network liability (providing protection against liability for system attacks; denial of service attacks or loss of service; introduction, implantation, or spread of malicious software code; and unauthorized access and use), infringement of privacy or intellectual property rights, breach mitigation and regulatory coverage, internet advertising and content offenses, defamation, errors or omissions in software and/or systems development, implementation and maintenance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

8. **Third (3rd) Party Crime Insurance**, (*if applicable*), covering theft of Company's property by electronic means and for any dishonest acts that may be committed by a Contractor/Software Provider/Service Provider's employee(s) against Company, in an amount no less than \$5,000,000 "per occurrence". *Loss Payee status required from this policy for the Insured Entities outlined above.*

9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance**, (*if equipment will be used in course of work*), covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones, at minimum limits of \$10,000,000 "per occurrence". Such requirement can also be met outlining the same terms under an endorsed Aircraft Liability policy. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

EXHIBIT "E"

INSURANCE CARRIER CONTACT(S)

DATE

Official

Email

Phone

Quantum Insurance Services

Ph: 973-813-3238 | Cell: 908-268-3012

Kipp Case

Partner

760 Route 10 W. Suite 201

Whippany NJ, 07981

Ph: 973-813-3238 | Cell: 908-268-3012

Fax: 973-813-9242

kipp@quantuminsurancenj.com

[SNOWMOBILE CLUB LETTERHEAD]

To: _____
(Municipality – City/Town/Village)

Re: **Proposed Snowmobile Trail**
_____ of _____
(City/Town/Village) (Municipality Name)

Dear Municipal Official:

On behalf of the _____, we are writing to inform the _____
(Club Name) (City/Town/Village)
of our desire to utilize a strip of land _____ Niagara Mohawk Power Corporation, d/b/a National Grid,
which runs through the _____ of _____ for the purpose of a
(City/Town/Village) (Municipality)
snowmobile trail (see map enclosed). Our club has been in contact with Niagara Mohawk concerning this
possibility and they have expressed their willingness to consider our request. If approved, Niagara Mohawk
will be granting a License to our club to authorize the use of their property for this purpose. It should be
understood that this will be for winter use only by snowmobiles (no ATV's or wheeled vehicles will be
allowed at any time). Our club will also be responsible for addressing any concerns that may arise from this
use and provide insurance on this trail.

Prior to granting any such authorization, Niagara Mohawk has asked for confirmation that the municipalities
through which our proposed trail will operate upon Niagara Mohawk's land have no objections. Therefore,
we hereby respectfully request that the appropriate municipal official indicates that your municipality does
not object to having our trail on Niagara Mohawk property by affixing his/her signature where indicated
below, or in lieu please provide alternative written documentation that we can present to Niagara Mohawk as
evidence of such municipal lack of objection. It should be noted that Niagara Mohawk will not grant said
License without written confirmation of the municipality's lack of objection.

Any correspondence, questions or concerns regarding this request should be directed to:

(Insert contact information for appropriate Club official)

Sincerely,

(Club President)

Date

We hereby do not object to the above request.

(Municipal Official)
_____ of _____

Date