

## LICENSE AGREEMENT

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and Chittenden County Transportation Authority, a business having an office in Burlington, Vermont (hereinafter CCTA).

WHEREAS, the CITY owns the public rights-of-way at the following locations:

1. 15 Industrial Pkwy., southbound side, in front of CCTA headquarters.
2. Colchester Ave., westbound side, approx. 170' East of Prospect
3. 235 College St., eastbound side in front of Fletcher Free Library, approx. 180' east of So. Winooski
4. Elmwood Ave. northbound side approx. 33' south of North St.
5. North Ave., southbound side, approx. 52' south of Berry St.
6. North Ave., southbound side, approx. 24' north of Canfield St.
7. North Ave., southbound side, approx. 22' northwest of Starr Farm Rd.
8. Pearl St., eastbound side, approx. 190' west of S. Prospect Ave.
9. Riverside Ave., eastbound side, approx. 22' east of Hillside Terrace @ "River Watch" condos
10. 570 Shelburne Rd., northbound side, across from Home Avenue (approx. 52' south of Farrell St.)
11. 370 Shelburne Rd. northbound side, across from Flynn Ave. and (approx. 85' north of Proctor Ave.)
12. 294 N. Winooski Ave., northeast bound side Approx. 112' southwest of Archibald St.
13. 1540 North Ave. northbound side, approx. 125' northwest of Fairmont Pl.
14. 41-43 So. Prospect St., southbound side, approx. 475' south of Pearl St.

15. 372 Maple Street, westbound side, approx. 195' east of S. Willard St.,
16. 371 Maple Street, eastbound side, approx. 200' east of S. Willard St.  
(Champlain College)
17. 230 St Paul St., northbound side, approx. 360' south of Maple St.
18. North Ave., northbound side, approx. 200' southeast of entrance to "City Bluffs"  
condos
19. Pine St., northbound side, approx. 32' south of Locust St.
20. St. Paul Street on west side adjacent to Cathedral of Immaculate Conception,  
44.28.46.7N, 73.12.51.86 W
21. St. Paul Street on west side adjacent to Cathedral of Immaculate Conception,  
44.28.46.12N, 73.12.51.84W
22. Cherry Street on south side adjacent to 97 Cherry Street, 44.28.45.03  
N,73.12.52.09 W
23. Cherry Street on south side adjacent to 97 Cherry Street, 44.28.45.29 N,  
73.12.50.85 W
24. Cherry Street on south side adjacent to 101 Cherry Street, 44.28.45.00 N,  
73.12.50.38 W
25. Cherry Street on east side adjacent to Cathedral of Immaculate Conception,  
44.28.45.9 N,73.12.52.92 W
26. Shelburne Road on east side adjacent to Shaw's 44° 27' 01.35" N, 73° 12'  
32.02" W
27. Shelburne Road on east side adjacent to Shaw's 44° 27' 01.31" N, 73° 12'  
33.01" W

WHEREAS, CCTA has constructed a bus shelter in a portion of each of the rights-of-way described above in subsections 1-25; and

WHEREAS, CCTA wishes to construct bus shelters in a portion of the rights-of-way described above in subsections 26-27; and

WHEREAS, CCTA wishes to also place bike racks in a portion of the rights-of-way described above in subsections 26-27; and

WHEREAS, the CITY approves and supports the construction and maintenance of such bus shelters and the associated bike racks to promote the use of public transportation; and

WHEREAS, the placement of the bus shelters and bike racks has been reviewed and approved by the Department of Public Works; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Code of Ordinances, Chap. 27, Sec. 27-32.

W I T N E S S E T H:

The CITY and CCTA enter into the following License Agreement:

1. The CITY grants to CCTA a three year renewable license to use and occupy for the purpose of bus shelters on the portion of rights-of-way described above and attached hereto as Exhibits C. Such license shall expire on April 30, 2013, but shall only be renewed upon the annual filing of an Encumbrance Application and submission of an effective certificate of insurance.
2. The CITY agrees to waive all Encumbrance Application fees for this license agreement.
3. Plans and construction of the bus shelters and bike racks described above by CCTA shall be subject to approval by the Department of Public Works and, if so approved, shall be constructed according to the attached plan and with the following conditions:

- A. The bus shelters and bike racks will be maintained by CCTA.
  - B. Any damage to the bus shelters and bike racks are solely the responsibility of CCTA.
  - C. CCTA will be responsible for the clearing of access points to the bus shelters and bike racks after plowing of roads & sidewalks.
  - D. Snow being removed from the bus shelters or bike racks shall be removed and not placed or blown into the City's right-of-way.
  - E. Any ice or snow buildup around the bus shelters or bike racks will be CCTA's responsibility to remove and control.
  - F. A height clearance of not less than eight (8') feet shall be maintained to accommodate winter snow plow operations.
4. This License is immediately revocable should CCTA discontinue use of any of the bus shelters or bike racks. Upon such revocation, CCTA must remove, at its own expense, any materials or obstructions placed in the public rights-of-way as requested by the CITY. If CCTA refuses to promptly remove such obstructions, the CITY may remove the materials and CCTA shall be liable for all expenses of such removal.
5. This License is revocable by the CITY within 90 days upon sending written notice to CCTA, should the CITY need use of the land upon which the bus shelters and bike racks are installed. Upon such revocation, the CITY shall be liable for all costs associated with the removal of the bus shelters and bike racks
6. CCTA shall be responsible for the maintenance and upkeep of the bus shelters and bike racks. Should CCTA fail to maintain any of the bus shelters or bike racks, this License is revocable on notice by the CITY to CCTA of a violation of this section; in the event of such

notice, CCTA shall have 30 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

7. CCTA agrees to carry comprehensive general public liability insurance with responsible insurance underwriters, qualified to transact business in the State of Vermont, naming the CITY as an additional insured and insuring against all legal liability for injuries to persons (including wrongful death) and damages to property suffered on or about either bus shelter or bike rack, the affected public right-of-way or as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$2,000,000.00.

CCTA shall furnish the CITY with a certificate of such insurance upon execution of this Agreement. Such proof of insurance shall be attached to this Agreement as Exhibit D and shall provide that the CITY is an additional insured under said policy and that said policy cannot be canceled or materially modified except upon thirty (30) days' advance written notice to the CITY.

8. CCTA shall ensure that the certificate of insurance on file with CITY is always in effect and shall furnish CITY with a new certificate upon expiration of the old certificate.

9. CCTA agrees to indemnify and hold the CITY harmless and/or free from liability arising out of CCTA's use of the CITY's right-of-way, and CCTA agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY's use or maintenance of its right-of-way.

10. CCTA shall be responsible for obtaining all necessary City permits, including zoning and building permits, prior to construction of the bus shelter or placement of the bike racks.

11. This License Agreement shall not be assignable by CCTA without the written consent of the CITY, which consent shall not be unreasonably withheld or delayed.

12. This License Agreement supersedes all other CCTA Bus Shelter License Agreements.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Bob Kiss, Mayor  
Duly Authorized

CHITTENDEN COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_, Duly Authorized Agent

lb/NAF c: License Agree for encumbrance – CCTA for 2 bus shelters & bike racks on Shelburne Rd. (2010 #2)