

New Hampshire

# FastRoads

## CONNECTION LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between \_\_\_\_\_ (the "Grantor"), and New Hampshire FastRoads, LLC ("Grantee"), corporation of the State of New Hampshire

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property located in the Town of \_\_\_\_\_ (the "Property"), Located at \_\_\_\_\_,

WHEREAS, the Grantee is in the process of installing certain fiber optic cabling and conduit infrastructure in the vicinity of the Property, to make broadband internet and other communications services available to individuals and businesses within the territorial limits of the Grantor and in the vicinity of the aforementioned infrastructure; and,

WHEREAS, Grantor wishes to obtain the benefits presented by having such Infrastructure connected with and available to the Property; and,

WHEREAS, the Grantee wishes to perform all work necessary to install certain cabling, along with a suitable work box, (the "Equipment") to the exterior of certain buildings located upon the Property (the "Work"), which Work will benefit Grantor; and

WHEREAS, Grantor has agreed to permit the Grantee to install the Equipment,

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor hereby irrevocably grants and conveys to the Grantee the right to construct, install, and maintain the Equipment on the Property, in a location to be determined by the Grantee in consultation with the Grantor, whose approval shall not be unreasonably withheld, the right to unrestricted, non-exclusive ingress and egress over and across the Property to the Equipment to perform the Work, and the right to

construct, repair, remove, relocate, replace and maintain the Equipment as may be necessary in the sole discretion of the Grantee. Grantee may designate a third party to perform such installation, repair or maintenance work on Grantee's behalf and in Grantee's sole discretion. Grantor shall not interfere with, and shall not be entitled to compensation for, the Grantee's use and enjoyment of the rights granted herein. In consideration of the Grantee's performance of the Work at its expense, Grantor hereby agrees to hold Grantee, and any third parties acting on Grantee's behalf, harmless from any and all damages to the Property that may arise from the Work or the Equipment. Grantor agrees not to modify or remove any of the equipment without the express written approval of Grantee. The parties intend that the terms of this Agreement shall attach to and run with the land, and no modification, waiver, amendment or termination of this Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.**

**Grantor (Printed):** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Preferred contact information: Telephone:** \_\_\_\_\_ **E:mail:** \_\_\_\_\_

**Does your property have underground telephone or cable utilities? Yes** \_\_\_\_ **No** \_\_\_\_

**If so, do you know if the utilities run through a conduit? Yes** \_\_\_\_ **No** \_\_\_\_ **Unknown** \_\_\_\_

**Is this a multiple tenant building? Yes** \_\_\_\_ **No** \_\_\_\_

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**I do not want a fiber optic connection to the New Hampshire FastRoads network at this time.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

