DRAFT March 14, 2017
Confidential Attorney Client Privileged

TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

This Temporary Construction Access License Agreement (the "Agreement") is made this ___ day of March 2017, and entered into by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944 (the "Village"), and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553.

RECITALS

WHEREAS the Village is the owner of certain real property located in the Village of Greenport, Suffolk County, New York, 11944, County of Suffolk and State of New York, being more particularly described as "Fifth Street" (the "Village Property"), Village of Greenport, as indicated on the survey attached as Exhibit A hereto; and

WHEREAS the Long Island Power Authority ("LIPA") is responsible for providing reliable electric service to its service territory in the unincorporated portion of the Town of Southold that is outside of the service territory of the Village of Greenport, and on Shelter Island; and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Servco, have assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014. Among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate. Accordingly, Servco will administer this Agreement and shall be LIPA's representative in all matters related to this Agreement, including any attached Schedules and Exhibits, as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for

any and all undisputed sums due and owing Village, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Village for sums due under or related to this Agreement. PSEGLI, Servco and LIPA shall be collectively referred to as "LIPA Parties" under this Agreement.

WHEREAS LIPA has determined that there is a necessary and valid public purpose to construct an electric distribution line from the LIPA Southold substation that is located just west of the Village of Greenport, along Front Street to Fifth Street in the Village of Greenport, then under Fifth Street to Greenport Harbor, then under Greenport Harbor to Shelter Island, connecting the LIPA service territory located in the unincorporated portion of the Town of Southold to the LIPA service territory on Shelter Island; and

WHEREAS LIPA has determined that the most efficient way to make the connection of a distribution line is to construct and then operate the distribution line through the Village Property, specifically Fifth Street, in the Village of Greenport; and

WHEREAS the Village and SERVCO as an agent of LIPA and for itself, and their representatives, have discussed the mutual goals and benefits that could be achieved by a cooperative Temporary Construction Access License Agreement and desire to enter into this Agreement to establish and reflect their mutual benefits, consideration, and obligations, which the parties agree are set forth herein; and

WHEREAS the Village and SERVICE as an agenct of LIPA simultaneous with the execution of this Agreement, are executing a Utility Easement Agreement (the "Easement"), a copy of which is annexed as Exhibit B hereto, for the purpose of providing LIPA with a nonexclusive underground utility easement under Village Property (Fifth Street) for the maintenance, operation and repair of the distribution cable that will be constructed pursuant to this Agreement; and

WHEREAS the Village and LIPA have agreed that LIPA, for good and valuable consideration, in the amount stated and as otherwise provided in this Agreement, and the

sufficiency of which is acknowledged, may have a temporary license to access an area described in Exhibit(s) C1 and C2 hereto, for purposes of providing temporary access to the Utility Easement Area, as that area is defined and designated in the Utility Easement Agreement, for staging, performing and completing the construction that is the subject of this Agreement, which together with the required restoration work and repaving of Fifth Street, and other required work is hereinafter referred to as the "Licensed Work"; and

WHEREAS the LIPA as lead agency prepared a Full Environmental Assessment Form ("EAF"), Part 1, Part 2, and Part 3 for the project, pursuant to and in compliance with the SEQRA regulations in 6 NYCRR 617.6; and

WHEREAS the Village of Greenport as an involved agency has reviewed the Full Environmental Assessment Form ("EAF") Parts 1, 2, and 3, and has rendered certain comments regarding the EAF to LIPA as lead agency; and

WHEREAS the Village of Greenport and LIPA have agreed that LIPA will review and respond to the Village's comments with regard to LIPA's Full EAF; and

WHEREAS the Village and LIPA have agreed that the rights of the parties under the Utility Easement Agreement shall be conditioned on each party's compliance with the material terms and conditions of this Agreement;

IT IS THEREFORE covenanted and agreed by the Village and LIPA as follows:

1. Grant of Temporary Construction Access License

1.1 Temporary Construction Access

The Village, for itself and for its successors and assigns, hereby grants to LIPA a temporary, non-exclusive license (the "License") over, under, in, across and upon the property described on the attached and incorporated survey (Exhibit A) (the "License Property") for the limited purpose of constructing and completing the Licensed Work and for use as a construction staging

area, as and in the areas indicated on the attached survey (Exhibit A), reasonably required for the Licensed Work.

1.2 Limited Access Prior to Commencement of the Agreement

Prior to commencement of the License, upon the prior notice to and approval by the Village of Greenport, LIPA shall have limited temporary access to the License Property during normal business hours, for the limited purpose of conducting all studies, tests, examinations and surveys necessary to design and construct the Licensed Work.

2. Term of the License.

2.1 Term of the Temporary Construction Access License.

Subject to Section 7.11, the term of the Temporary Construction Access License shall commence on September 12, 2017 and end on May 15, 2018, or such earlier time that (1) the Licensed Work or project that is the subject of this License Agreement is abandoned by LIPA (abandonment being where the Licensed Work is discontinued by LIPA and or its contractors or subcontractors for thirty (30) Consecutive business days); or (2) the License is terminated by action of the parties or by operation of this Agreement or the Utility Easement Agreement; or (3) completion of the Licensed Work, exclusive of any time required to perform and complete restoration and resurfacing more fully described herein; or (4) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement.

2.2 Reservation by Village/Non-Exclusive Use.

Provided that such contemplated Village use does not constitute any additional substantial and immediate risk, interference and/or disruption to LIPA's use, all right, title, interest, occupancy and use in and to any area of the License Property which may be used and enjoyed without interfering with the License conveyed by this Agreement are reserved to the Village, provided, however, that the Village shall not interference, disrupt or additionally substantially increase LIPA's immediate risk in performing its activities contemplated hereunder, including the Village's construction, installation or maintenance of any buildings or other improvements (not including normal paving) which may interfere with construction access, or develop, landscape, or beautify any license area in any way which would increase the costs to

LIPA of installing the Improvements or restoring any of the License Property after such installation.

3. Consideration

The financial consideration to be paid by LIPA to the Village, and the work to be done by LIPA, as consideration for the License granted to LIPA under this Agreement is as follows:

3.1 Access Fee

LIPA shall pay to the Village a nonrefundable payment in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents ($1,320,333.33) (the "Access Fee") payable in one lump sum upon the full execution and delivery of this License Agreement; and the Utility Easement Agreement by the Village to LIPA. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for the use contemplated in the Access Agreement.

3.2 Fifth St. Resurfacing

A. LIPA shall, upon the conclusion of the Licensed Work, at LIPA's sole expense, resurface in its full width, from curb to curb, Fifth Street, from State Route 25 to its terminus at the "Fifth Street Beach", including but not limited to all areas in Exhibit A.

B. The specifications of the resurfacing are subject to Village review and approval and must, at a minimum, consist of milling existing pavement and overlay of at least two (2) inches of asphalt, and shall be consistent with the specifications of other Village agreements for similar work that are in force and specifications that are in effect within one (1) year of at the execution of this Agreement

C. Resurfacing shall not commence until the ground of Fifth Street has adequately settled following completion of construction.

D. Except for any temporary patch or temporary repair, once commenced resurfacing shall continue until completed, provided, however, there shall be no resurfacing work done during the calendar months of July and August without prior written approval from the Mayor and Village Board of Trustees.

E. The LIPA plans for resurfacing including but not limited to the specifications of the resurfacing work shall be provided to the Village on or before March 31, 2018.

F. LIPA's shall require its road resurfacing contractors and/or subcontractors to obtain and provide the Village with a two year performance and maintenance bond ensuring the quality, proper completion, and maintenance, of the resurfacing work which shall be in the amount of the total contract amount of the resurfacing work, shall run for a term of two years from the date, as mutually agreed by PSEG and the Village, of the completion of the resurfacing work, which performance and maintenance bond shall be in favor of the Village of Greenport and name the Village as a bonded beneficiary of the performance and maintenance bond; provided, however, such performance and maintenance bond shall not cover acts, omission or damaged occasioned by the Village or third parties.

3.3 Overhead and Underground Circuit Reinforcement

In performance of LIPA's previously scheduled reliability upgrades to the T&D System, LIPA shall, at LIPA's sole expense, reinforce and rearrange an existing overhead and underground circuit ("Overhead Circuit Reinforcement") from LIPA's Southold substation terminating at the metering point near Silvermere Road., reconfiguring a circuit which shall be equal to the capacity of the existing LIPA supply cable to the Village and be located underground from the Southold substation to a point east of Chapel Lane, then continue overhead to the metering point, such supply circuit to ultimately improve electric power reliability to the Village's residents and to LIPA's customers. The new circuit shall include remote switching to enable remote transfer from the normal supply circuit to the other.

3.4 Village Liaison The Village shall appoint and LIPA shall recognize a dedicated liaison to interface with LIPA's project manager for the purposes of this liase take concerns from residents or property owners regarding compliance with any applicable terms and conditions contained within this Agreement or other aspects of the Licensed Work set forth under this Agreement which shall be reasonably addressed by LIPA's project manager in a timely manner.

3.5 Lead Agency Status

The Village agrees to LIPA being lead agency for the SEQRA review of the project contemplated hereunder.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction.

LIPA shall bear and promptly pay without the imposition of any lien, public improvement lien or charge on or against all or any portion of the Village Property or any other village property, all costs and expenses of LIPA's construction and maintenance of the improvements, including but not limited to drilling, road opening, road closing and road paving, and the installation of the distribution line on Village Property, and the any other associated work. In the event that a lien or public improvement lien is filed as a result of LIPA's work, then the lien must be bonded, satisfied or removed by LIPA within thirty (30) days of the filing thereof.

4.2 Compliance With Laws and Permits

LIPA shall perform the Licensed Work in a workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code. It being understood that LIPA is subject to Greenport Village Code in this instance because the Village is outside LIPA's service territory, LIPA's exemption from the jurisdiction of local municipalities notwithstanding. LIPA shall be responsible to obtain and maintain any and all permits that are required and applicable to LIPA for the work contemplated in this Agreement and for the cost and continuation thereof, including but not limited to the permits required by the United States Army Corps of Engineers, and New York State Department of Environmental Conservation and Department of State, if any and to the extent applicable.

4.3 Limited Disruption of Fifth Street and Fifth Street Beach

Provided that such contemplated Village use does not constitute any substantial or immediate risk, interference and/or disruption to LIPA's use, Fifth Street and the Fifth Street Beach shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder and the Fifth Street park, including the "cable crossing" house, Osprey nest, Dock, "filleting table" and playground equipment will be unaffected by the License Work. Within a commercially reasonable timeframe, LIPA shall utilize best efforts in leaving the property as it was before the construction project and shall indemnify the Village for any damages to Village areas attributable to and caused by LIPA. With prior notification from

LIPA's project manager to applicable impacted residents, the License Work shall provide for and allow access by Fifth Street residents to their driveways and properties at all reasonably safe, and risk-free times, and will provide for and allow access to Fifth Street and the Fifth Street Beach by essential and emergency service vehicles.

4.4 Restoration.

LIPA shall be obligated upon the expiration or termination of this Agreement, or on the abandonment of the Project, to restore the areas affected by the License and Licensed Work, as required by this Agreement, and any other areas of private or public property that are disturbed by LIPA's exercise of any of its license rights under this Agreement, to the condition in which those areas existed prior to the commencement of the Licensed Work, reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental hazards, subject to inspection by the Village, without any exception or set-off. Any installed conduit and manholes shall remain after the removal of any LIPA cables or other equipment by LIPA.

5. Insurance

5.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, for the term of this Agreement, insurance for damages, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York, covering all operations during the term of the Temporary Construction Access License Agreement. All insurance provided herein shall name the Village of Greenport as additional insured and LIPA shall provide the endorsement page of the insurance policy indicating compliance with the required coverage of the Village of not less than the following types and amounts prior to the commencement of any Work under this Agreement:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Village, LIPA, LIPA and their Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Village, LIPA, and LIPA and their Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than: Bodily injury each occurrence: $ 2,500,000 Per Annum Aggregate $ 10,000,000Liability property each occurrence: $ 10,000,000 Per Annum Aggregate $ 20,000,000General Liability Insurance each occurrence: $10,000,000 Aggregate $20,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse the LIPA,. LIPA, or any Contractor or Subcontractor for any losses which may be due to vandalism, theft or malicious mischief. LIPA shall be permitted to self-insure its insurance obligations hereunder.

6. Responsibilities of LIPA

6.1 LIPA agrees to design and construct, at its sole expense, the construction staging area, in the area depicted in Exhibit(s) C1 and C2 hereto. The construction and restoration of the Construction Staging Area shall be in accordance with the areas of staging and Licensed Work secure at all times deemed commercially reasonable and necessary by LIPA, with secure chain link fencing as appropriate and respectful of the neighborhood.

6.2 LIPA shall maintain the Construction and Construction Staging Area in good condition at all times, keeping them free of trash and other debris, and in a neat and orderly condition. LIPA shall maintain all areas that are not part of this Agreement as free from any construction debris or trash.

6.3 LIPA shall provide proper signage in the area of the License Work so as to maintain public safety and minimize public or property owner inconvenience to the fullest extent possible.

6.4 With regards to critical Village infrastructure, including without limitation water and sewer lines, LIPA shall respond immediately to (but in all cases not more than three (3) business days from the date of delivery of written notice to LIPA) to repair any damage caused

by LIPA or LIPA's contractors and such repairs shall be performed in a good workman like and timely manner.

6.5 LIPA shall coordinate construction activity with the Village, the Village of Greenport Fire Department, and the Greenport School District, to devise a plan to minimize public inconvenience and any impacts of Village or essential services, including but not limited to any road closure schedule.

6.6 LIPA shall require all contractors and subcontractors to have the same insurance requirements as the insurance requirements imposed on LIPA herein.

6.7 LIPA shall substantially complete the re-paving and restoration as soon as LIPA has completed the License Work, but not later_than November 15, 2018,subject to no Village delay, third party delay and/or force majeure. Additionally, In the event that LIPA should fail to vacate the in the event LIPA shall fail to substantially complete the re-paving and restoration after November 15, 2018, LIPA shall be liable to the Village of Greenport for a penalty of ten thousand dollars ($10,000) per business work day for each business work day that LIPA shall have been deemed to have failed to substantially complete the re-paving and restoration after November 15, 2018,

6.8 LIPA and its contractors and subcontractors shall work and perform the Licensed Work and the construction covered thereby, during the hours of from 7 a.m. until 6 p.m.. Monday through Saturday only. There shall be no construction or Licensed Work, including but not limited to drilling, on Sundays or any New York State designated holiday.

6.9 LIPA and the Village acknowledge and agree that the Village of Greenport has provided comments to LIPA regarding certain concerns of the Village with respect to the information provided by LIPA on the Full EAF Parts 1., 2., and 3 and LIPA shall evaluate such comments and provide any responses as part of the SEQRA process.

6.10 LIPA shall provide secure work areas and shall take reasonable actions to secure LIPA's work and construction sites in the Village.

7. General Provisions.

7.1 Effective Date.

This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

7.2 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7.3 Notices.

Any notice permitted or required by this Agreement shall, unless otherwise provided herein, be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk

236 Third Street

Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility LIPA, LLC

As agent and acting on behalf of

Long Island Lighting Company d/b/a LIPA

333 Earle Ovington Blvd.

Uniondale, NY 115523

Attn: Associate General Property Counsel

Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA

333 Earle Ovington Blvd., Suite 403

Uniondale, NY 115523

Attn: General Counsel

Tel: 516-719-9847

7.4 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

7.5 Design, Construction and As Built Plans.

Not less than sixty days prior to the commencement of construction and subsequent construction and repairs in the Utility Easement Area, LIPA shall provide the Village with pre-construction design and construction plans certified as compliant with all relevant and applicable codes and statutes. Upon the completion of the construction in the Utility Easement area, and otherwise on request, LIPA shall provide the Village with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area. LIPA shall also provide the Village with CAD file drawings or plans of the location of the Village of Greenport utilities in the areas of Front Street and Fifth Street.

7.6 Abandonment of Project.

Subject to 7.11, LIPA shall have abandoned the Project when the Licensed Work is discontinued in its entirety by LIPA, LIPA and or its contractors or subcontractors for thirty (30) consecutive days.

7.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this agreement.

7.8 Indemnification and Hold Harmless

A. LIPA and its successors and assigns, and contractors and subcontractors shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment or property that is caused by or results from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors.

B. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages,

expenses, costs, losses or liability incurred by the Village and resulting from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPAand or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project. LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or Property Owner acts, omission, negligence and/or misconduct.

7.9 Indemnification of Property Owners

LIPA, and its successors and assigns, shall defend, indemnify and hold harmless the owners of property adjacent to the License Area ("Property Owner") for any damage to their properties resulting from and attributable to the construction under this License or the use or operation of the License by LIPA or its contractors or subcontractors, and restore to the original condition including restoration to original condition within a time period of ninety (90) days subject to Section 7.11 herein . LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or Property Owner acts, omission, negligence and/or misconduct.

7.10 Liquidated Damages

Subject to Village delay, no third party delay and/or force majeure, in the event that LIPA fails to substantially complete the work contemplated herein by May 15, 2018, (exclusive of any restoration and repaving) including, the removal of all equipment and materials required herein, then commencing May 16, 2018, LIPA shall pay the Village liquidated damages in the amount of ten thousand dollars ($10,000) per day for each applicable business work day (Monday through and including Saturday) commencing May 16, 2018 until the date that work under the provisions of this Agreement has been substantially completed and all equipment and materials

belonging to LIPA and or LIPA's contractors and sub-contractors has been removed from the Village Property Fifth Street. The Village and LIPA agree that the liquidated damages amount provided for herein is a fair and reasonable amount due to potential for significant harm to the Village and its residents and the fact that the amount of damages may be uncertain.

7.11 Force Majeure

In the event that the work contemplated herein is delayed by any event, act or occurrence that is out of control of LIPA and/or LIPA, the time deadlines for performance or completion shall be extended for up to and adjusted accordingly.

7.12 Unforeseen Delays, Disruption of Work.

Subject to section 7.11, In the event that there is a delay or disruption of the Licensed Work occasioned by a Acts of God, hurricane or superstorms, tornadoes, earthquakes, extraordinarily high tides, violent winds, floods or other natural disasters lasting more than One hundred eighty (180) continuous days, either party, may terminate the Agreement and Access Fee shall be refunded by the Village to LIPA, on a pro-rata basis, accordingly.

7.13 Merger

All agreements and understandings between the parties covering the subject matter of this Agreement are contained in this Agreement and the parties do not have any agreement or understanding that is not reflected in the language herein.

7.14 Modification

The terms and conditions of this Agreement may only be amended or modified by a written document that is executed by all parties.

7.15 Default and Termination, Violation, Abandonment

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the specific default or failure to fulfill the obligations of this Agreement. The breaching party shall have ten (10) days from the receipt of the notice to commence to cure the default or failure. If curing such default or failure cannot be reasonably commenced within said ten (10) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the default or failure, then the parties may mutually agree in

writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured the default or failure as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be thirty (30) days from the date of mailing the Notice of Termination. The Notice of Termination shall be effective for all purposes when received via United States Mail, by certified mail, return receipt requested and regular mail.

C. Upon an abandonment of the Construction Work or Project, the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default, and then serve a Notice of Termination, terminating the Agreement.

D. (1). In the event that the Village alleges that LIPA has violated the limits of the times or days during which the Licensed Work is permitted, or the requirement of this Agreement that LIPA shall comply with any portions of the Greenport Village Code applicable to LIPA, and the requirement that LIPA comply with other applicable Federal, State and local laws and regulations, beyond any applicable notice, grace and/or cure period,then the Village, in its sole discretion, shall,without waiver or forfeiture of, or prejudice to, to issue a five (5) day written notice of violation to LIPA, specifying the date and nature of the alleged violation. (2) If the alleged violation stated in the five (5) business day written notice of violation is not commenced to be cured within the specified five (5) days then beginning on the fifth day that the violation shall have existed, LIPA shall be liable to the Village of Greenport for any actual, documented damages and out of pocket costs incurred by the Village.

(3). This provision is not exclusive of the provisions on default in 7.15 (A), (B) and (C) stated above, and if a violation is not commenced to be cured by LIPA after the service of a notice of violation the election by the Village to serve a notice of violation shall not be exclusive or preclude the service of a notice of default and then termination pursuant to the provisions of this Agreement in Paragraph 7.15(A), (B) and (C) herein.

7.16 Failure to Act/Waiver

The failure by the Village to declare a default by LIPA where LIPA is in default or breach of any provision of this Agreement shall not be a waiver of that default by LIPA or of any of LIPA's rights hereunder. The waiver by either the Village or LIPA, or both, of any of its rights with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

7.17 Termination

This Agreement along with its rights and privileges, shall terminate when the purpose of this Agreement, as described in this Agreement, ceases to exist, is abandoned by LIPA as provided in this Agreement, becomes impossible of performance, or upon action by the Village in terminating this Agreement.

7.18 Property or Transfer Taxes or Assessments.

LIPA shall be responsible to pay any property or transfer taxes or assessments attributable to or assessed upon this agreement or transaction, or upon the License Area, the Utility Easement Area as defined in the Utility Easement Agreement or LIPA's equipment in the Utility Easement Area.

7.19 No Representations by Village

LIPA acknowledges that the Village has not made and does not make any representations with respect to the Village Property or its condition and that LIPA is not relying on any representations of the Village or the Village's agents with respect to the condition of the Property. This License grants LIPA the privilege and permission to occupy or use the Property depicted in Exhibit A in its present condition "as is" without any warranties and subject to the conditions set forth herein.

7.20 Applicable Law and Venue

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

7.21 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

7.22 Severability

If any provision of this Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

7.23 Consent.

IN WITNESS of this, the undersigned have executed this Agreement as of this _____ day of _____, _____ and have hereunto affixed their seals the day and year just above written.

Village of Greenport:

By:_____

LONG ISLAND ELECTRIC UTILITY LIPA, LLC ("LIPA") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA")

By:_____

Exhibit A

Exhibit B

Exhibit C

STATE OF NEW YORK)
)SS:
COUNTY OF SUFFOLK)

On the day of , in the year 2017, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

NOTARY PUBLIC:

STATE OF NEW YORK)
)SS:
COUNTY OF SUFFOLK)

On the day of , in the year 2017, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis
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_____

NOTARY PUBLIC: