

**NORTH CAROLINA  
DURHAM COUNTY**

**LICENSE AGREEMENT  
UNDERGROUND ELECTRICAL CONDUIT**

**THIS LICENSE AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CREE, INC. (hereinafter the "Developer") and the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter the "City");

WITNESSETH:

In consideration of the performance of the conditions hereinafter set forth on the part of the Licensee, the City of Durham hereby grants to the Licensee, a license to install underground electrical duct bank in Silicon Drive right-of-way to serve CREE Silicon North Site, a 400,850-square-foot light manufacturing plant and support buildings on approximately 38-acre site, located on Silicon Drive, north of the intersection with Chin Page Road, further described as PIN 0748-04-73-6921.

The Licensee expressly agrees:

(1) That the installations will be in accordance with the approved plan. Modifications to the plan must be approved by the City Engineering Division.

(2) The work is to be inspected by, and shall conform to the requirements of, the City Engineering Division.

(3) The Licensee will assume the cost of installation, maintenance, and repair, including the cost of repairs to the street and pavement associated with the installation, maintenance, and repair of the System.

(4) The underground electrical conduit system shall be at a depth not less than three (3) feet below the surface of the street.

(5)(a) To the maximum extent allowed by law, Licensee shall indemnify and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this license (including but not limited to the constructing, maintaining, or repairing the pavement or street and in the installation, preparation, maintenance, or repair of the Systems) as a result of acts or omissions of Licensee or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", Licensee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the City of Durham ("City").

(b) Definitions. As used in subsections "a" above and "c" below--"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines (including but not limited to those levied by the N.C. Department of Natural Resources and Community Development), penalties, royalties, settlements, and expenses (including interest and reasonable attorneys' fees assessed as part of any such item); and "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees.

(c) Limitation of Licensee's Obligation. Subsection "a" above shall not require the Licensee to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the City, its independent contractors, agents, employees, or indemnitees.(6) If the City notifies the Licensee that the City will change the grade of the street or perform any work on said street that may interfere with the System, the Licensee shall make such changes and relocations at the Licensee's expense as may be necessary so that the System will not interfere with, in any manner, such street work.

(7) At its own expense, the Licensee shall, upon the request of the City, relocate the System if it interferes with the construction, installation, repair, or maintenance of any underground utilities of the City.

(8) This license conveys no real property right or interest in any street or sidewalk area.

(9) The City may revoke this license upon ninety (90) days written notice. Within ninety days of receipt of such notice, the Licensee shall remove, at its expense, all materials, equipment, and supplies belonging to it and shall leave the site in as neat, safe, and undamaged condition as it was upon receipt of the notice.

(10) This license agreement is not transferable and when the property changes ownership, then the new owner will be responsible for either removing the System or applying for a new license agreement.

**CREE, Inc**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(President)

(Affix corporate seal.)

**State of** \_\_\_\_\_  
**County of** \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing agreement with the City of Durham was signed in its name by its \_\_\_\_\_ President, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST

CITY OF DURHAM

\_\_\_\_\_

**By:** \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_