

**LICENSE AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS THAT** the **TOWN OF CHARLOTTE**, a municipal corporation situated in the County of Chittenden and State of Vermont, Grantor, acting pursuant to the provisions of 19 V.S.A. Section 1111 does hereby grant and convey to Scott Hardy, of the Town of New Haven, Addison County, Vermont, Grantee, his heirs, administrators, successors and assigns, a license for the purpose of installing two septic/wastewater pipelines under Mt. Philo Road, so-called, in the Town of Charlotte, in the County of Chittenden and State of Vermont, all as is more particularly described as follows:

A license to install, repair, maintain, or replace two septic/wastewater pipelines under Mt. Philo Road to provide service to two septic fields located on a parcel of land on the westerly side of Mt. Philo Road, and being a portion of the lands and premises conveyed to Grantee by Warranty Deed of Lynn M. Mansfield and Ruth Farmer dated December 31, 2013, and recorded at Book 211, Pages 402-404 of the Town of Charlotte Land Records. Said septic fields are more particularly depicted on a plan entitled "A Site Plan Showing A Portion of Lands of Scott Hardy, Mt. Philo Road, Charlotte, Chittenden County, Vermont" prepared by Larose Surveys, P.C., dated March 26, 2014, last revised February 23, 2015, attached hereto, and are depicted on said plan as "Lot 2: proposed 7' x 70' mound system with 30" of sand under bed" and "Lot 3: proposed 7' x 70' mound system with 30" of sand under bed". Said septic/wastewater pipelines license area is located within a strip of land 20 feet wide and 66 feet in length, more or less, centered on the as-built location of the septic/wastewater pipelines, which cross the Mt. Philo Road right-of-way in a perpendicular fashion and are more particularly depicted on said plan as portions of the two pipelines labeled: "Proposed 2" SDR26 forcemain". The herein conveyed license benefits a parcel of land containing 10 +/- acres, more or less, which was conveyed to Grantee by Warranty Deed of Lynn M. Mansfield and Ruth Farmer, dated December 31, 2013, and recorded at Book 211 Pages 402-404 the Town of Charlotte Land Records.

Reference is hereby made to the aforementioned instruments

and records therein referred to, all in further aid of this description.

Said license is granted and conveyed subject to the following conditions:

1. Installation of the septic/wastewater pipelines shall be performed pursuant to plans and specifications prepared by a qualified engineer or certified site technician approved by the Town of Charlotte and prepared at Grantee's sole cost and expense. Plans and specifications shall be in accordance with all then applicable state and local ordinances, statutes and regulations. Pipelines shall be installed by directional boring using a bored hole that is at least five (5) feet beneath the roadway surface. Boring pits shall be located at least five (5) from both edges of the roadway pavement.

2. The septic/wastewater pipelines shall be constructed and installed at Grantee's sole cost and expense in accordance with the design prepared by the qualified engineer or certified technician and approved by the Town of Charlotte, and Grantee shall furnish to the Town of Charlotte a written statement and certification to that effect from the qualified engineer or certified site technician.

3. By the acceptance of this Agreement, Grantee, for himself, his heirs, administrators, successors and assigns, agrees that he shall be responsible for the removal or relocation of the septic/wastewater pipelines if such relocation or removal is made necessary by work performed by Grantor for the maintenance or improvement of Mt Philo Road or public utilities within the town highway right of way. Grantee acknowledges that the surface area of the septic/wastewater pipeline location is utilized as a public street of the Town. He agrees that he shall, during any construction, reconstruction, repair or replacement of the septic/wastewater pipelines and associated improvements, keep open to the general circulation of vehicles at all times at least one lane of traffic of sufficient width and of adequate surface for vehicles to proceed above the area of construction in both a northerly and southerly direction in a reasonably convenient manner. Grantee agrees that he shall at all times during his construction activities, at his sole cost and expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of Mt. Philo Road.

4. Any construction, reconstruction, maintenance, repair, or replacement of the septic/wastewater pipelines shall be conducted in such a way as to avoid unnecessary disturbance to the highway, and after any such work, the premises shall be returned to their original condition as soon as reasonably practicable by the Grantee. Prior to having any work done within the right of way of Mt. Philo Road, the Grantee shall provide at least two (2) business days' notice to the Town of Charlotte (except in case of emergencies in which case notice shall be provided to the Town of Charlotte as soon as reasonably possible).

5. Grantee, his heirs, administrators, successors and assigns, shall install, repair, maintain and replace, if necessary, the septic/wastewater pipelines at his sole cost and expense and keep the same in good order and repair and shall not cause or permit the release of hazardous substances from the septic/wastewater pipelines or do anything in violation of any local, state or federal health or environmental law.

6. Grantee shall promptly reimburse the Town of Charlotte for all actual costs that the Town of Charlotte may incur for the review and inspection, installation, maintenance, repair or replacement, if necessary, of the septic/wastewater pipelines, or any other costs or expenses incurred by the Town of Charlotte as a result of the Grantee not performing, observing, and complying with the conditions of this license as herein stated.

The Grantee shall be solely responsible for protecting the general public from all risks of damage, loss, injury or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantor or third persons) which may occur in whole or in part because of the use, repair, maintenance, installation and replacement of said septic/wastewater pipelines. Grantee expressly covenants and agrees for himself, and his heirs, administrators, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims arising out of such risks, and shall be liable for all costs, liability, damage or expense, including but not limited to reasonable attorneys fees, caused by or resulting from the actions or inactions of the agents, employees, contractors and subcontractors of Grantee and his heirs, administrators, successors and assigns on or about the

property of Grantor; and further agrees that any damage to the property of the Grantor caused by or resulting from the exercise and use of the septic/wastewater pipelines and associated rights by Grantee and his heirs, administrators, successors and assigns shall be promptly repaired and restored, as nearly as practicable to the condition existing prior to such construction, at the cost of Grantee or his heirs, administrators, successors and assigns.

7. All conditions as hereinabove stated shall be binding upon the Grantee, his heirs, administrators, successors and assigns, and the property benefitted by this license.

TO HAVE AND TO HOLD said granted and conveyed license, with all the privileges and appurtenances thereof, to the said Grantee, **Scott Hardy**, his heirs, administrators, successors and assigns, to their own use and behoof forever. Grantor may revoke this License Agreement if an alternative location for a replacement wastewater disposal field becomes available to Grantee, his heirs, administrators, successors and assigns, on the easterly side of Spear Street, or pursuant to the provisions of 19 V.S.A. § 1111.

**IN WITNESS WHEREOF**, the TOWN OF CHARLOTTE has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**IN THE PRESENCE OF:** TOWN OF CHARLOTTE

\_\_\_\_\_ By: \_\_\_\_\_  
Its Duly Authorized Agent

**STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.**

At Charlotte, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared

\_\_\_\_\_, Duly Authorized Agent of the TOWN OF CHARLOTTE, and he/she acknowledged this instrument by him/her sealed and subscribed, to be his/her free act and deed as such Duly Authorized Agent and the free act and deed of the TOWN OF CHARLOTTE.

\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/19

**IN WITNESS WHEREOF**, Grantee hereunto sets his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
By: \_\_\_\_\_  
Scott Hardy

**STATE OF VERMONT  
CHITTENDEN COUNTY, SS.**

At Charlotte, in said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Scott Hardy, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/19