

Easement Language to be included in Deed from LeBoeuf Trust to Fenn

Being an easement for the installation, construction, use, maintenance, repair and replacement of a 280 gallons-per-day sewage disposal system (the "Wastewater System"), said easement area being depicted as "Wastewater Easement Area" on a plat of survey entitled "Wastewater Site Plan, Shirley Bruce, 213 Ferry Road, Charlotte, Vermont," prepared by Summit Engineering, Inc., dated January 6, 2016 and recorded in Map Slide ___ in the Town of Charlotte Land Records (the "Plat"). All work related to the Wastewater System shall be at Grantee's sole cost and expense and shall be made in a workerlike manner in accordance with all permits and requirements of all government agencies having jurisdiction.

The Easement is located within a portion of the lands and premises conveyed to Richard G. LeBoeuf and Chittenden Trust Company, Trustees of the Richard G. LeBoeuf Family Trust u/t/a March 18, 1998 by Warranty Deed of Richard G. LeBoeuf dated March 18, 1998 and recorded in Volume 98 at Page 21 of the Town of Charlotte Land Records (the "251 Ferry Road Property").

The Easement and Wastewater System is for the benefit of the lands and premises located at 213 Ferry Road, as more particularly described in a Warranty Deed from Richard G. LeBoeuf to Richard G. LeBoeuf and Chittenden Trust Company, Trustees of the Richard G. LeBoeuf Family Trust u/t/a March 18, 1998 and recorded in Volume 98 at Page 28 of the Town of Charlotte Land Records and a Warranty Deed from Shirley L. Bruce, Trustee of the Richard G. LeBoeuf Family Trust u/t/a March 18, 1998 to Peter Fenn dated of or about even date herewith and to be recorded in the Town of Charlotte Land Records (the "213 Ferry Road Property").

Grantor, and her successors and assigns, reserves the right to cross and make use of the land subject to this easement provided such use does not unreasonably interfere with Grantee's easement rights granted hereunder.

Grantee and his heirs and assigns shall have the right of ingress and egress in a reasonable manner and at reasonable times over the 251 Ferry Road Property in order to exercise rights granted to Grantee and his heirs and assigns hereunder. Grantee shall be responsible, at his sole cost and expense, for maintaining, repairing and replacing infrastructure associated with the Wastewater System. The Wastewater System shall not be expanded, altered, or otherwise modified from the system described in the Wastewater Permit (as defined below) without the express written consent of Grantor and her successors and assigns. Such system shall not interfere with or compromise the current or future use of the 251 Ferry Road Property.

The Easement is also subject to: (a) Wastewater System and Potable Water Supply Permit #WW-__-___ dated _____, 2016 recorded in Volume ___ at Page ___ of the Town of Charlotte Land Records (the "Wastewater Permit"); and (b) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601-611, both inclusive.

In addition, the easement rights set forth herein are subject to the following additional terms: (a) that Grantee and his heirs and assigns shall indemnify, defend and hold the Grantor and her successors and assigns harmless from any action, claim, damage, penalty or cost, including court costs and reasonable attorneys' fees, arising from the Grantee's use of the Wastewater System; (b) that any damage to the Grantor's lands or existing water lines or other utilities on the 251 Ferry Road Property resulting from the installation, construction, use, maintenance, repair or replacement of the Wastewater System will be promptly repaired by Grantee to its original condition, reasonable wear and tear excepted; and (c) that the terms set forth herein shall run with the land and shall be binding on Grantee and his heirs and assigns.