

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 **Philo Ridge, LLC** of the Town of Charlotte in the County of Chittenden and State of Vermont, Grantee, its successors and assigns, a license for the purpose of installing a sewer/waste water force main pipeline, as more particularly described herein, crossing under Mount Philo Road, so-called, in the Town of Charlotte, in the County of Chittenden and State of Vermont, being more particularly described as follows:

A license to install, repair, maintain, or replace underground wastewater force main crossing under Mount Philo Road to provide access to a septic field located on a parcel of land on the easterly side of Mount Philo Road, being a portion of the lands and premises conveyed to Grantee by two Warranty Deeds of Foote, both dated May 4, 2012 and recorded in Book 199, Pages 602-603 and Book 199, Pages 604-607, respectively, of the Town of Charlotte Land Records, and subject to a Certificate of Change in Name dated April 14, 2015 and recorded in Book 219, Page 59 of the Town of Charlotte Land Records, all as shown on plans entitled "Philo Ridge, LLC, 2766 Mt. Philo Rd., Charlotte, VT, Proposed Conditions, Partial Site Plan, Sheets C1.1 and C1.2" prepared by Civil Engineering Associates, Inc. dated August, 2018, no revisions (the "License"), recorded in the Town of Charlotte Land Records, map slide 196, pages 4 & 5. Said wastewater force main is more particularly described on said plan as "Directional Bore for 3" SDR 26 PVC Force Main Under Road. "

Said wastewater force main license area is a strip of land twenty (20) feet wide and one hundred and twenty (120) feet in length, more or less, which crosses the town highway right-of-way in a diagonal fashion and shall be centered on the as-built location of the underground wastewater force main. The license benefits a parcel of land containing 236 acres, more or less, which is a portion of the lands and premises conveyed to Grantee by two Warranty Deeds of Foote, both dated May 4, 2012 and recorded in Book 199, Pages 602-603 and Pages 604-607, respectively, of the Town of Charlotte Land Records, and subject to a Certificate of Change in Name dated April 14, 2015 and recorded in Book 219, Page 59 of the Town of Charlotte Land Records. Said License shall run with the land as long as Grantee, its successors and assigns, remain in compliance with the terms and conditions of said License as stated herein.

Reference is hereby made to the aforementioned instruments

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
this 27th day of October A.D. 2018
at 10 o'clock 30 minutes A m and
recorded in vol. 235 on page 349-352
Cheryl B. [Signature] Town Clerk

License Agreement from Town of Charlotte to Philo Ridge, LLC

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

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

1. Grantee shall comply with all state and local rules, ordinances and regulations relating to highways and land use.
2. Grantee, its successors and assigns, shall install, repair, maintain and replace, if necessary, the underground wastewater force main at its 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 wastewater force main or do anything in violation of any local, state or federal health or environmental law.
3. The wastewater force main shall be installed by directional boring using a bored hole that is at least five (5) feet beneath the roadway surface and four (4) feet beneath the bottom of roadside ditches within Grantor's town highway right-of-way. Boring pits shall be located at least eight (8) feet from the edge of the roadway pavement. Grantee shall notify the Road Commissioner by phone at least 48 hours prior to installation and any reconstruction, maintenance, repair or replacement of the underground wastewater force main.
4. Any construction, reconstruction, maintenance, repair, or replacement of the underground wastewater force main 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.
5. Grantee acknowledges that the surface area above the wastewater force main license area is utilized as a public road of the Town. It agrees that it shall, during any construction, reconstruction, repair or replacement of the underground wastewater force main, 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 a reasonably convenient manner. Grantee agrees that it shall at all times during construction activities, at its sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of the town highway.
6. By acceptance of this Agreement, Grantee, for itself and its successors and assigns, agrees that it shall be responsible for the removal or relocation of the wastewater force main if such relocation or removal is made necessary by work performed by Grantor for the maintenance or improvement of the town highway or associated infrastructure or public utilities within

the town highway right of way.

7. Failure of Grantee to perform the work described herein to restore the highway in a satisfactory and timely manner may result in the Grantor completing the work at the expense of the Grantee; provided, however, Grantor shall give timely notice to the Grantee of any defects, and Grantee upon receipt of such notice, shall have a reasonable time in which to repair the defects to the satisfaction of the Grantor. Grantee shall promptly reimburse the Town of Charlotte for all actual costs that the Town of Charlotte may incur as a result of Grantee not performing, observing, and complying with the conditions of this License as herein stated.

8. 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, relocation and replacement of said underground wastewater force main. Grantee expressly covenants and agrees for itself and its successors and assigns to indemnify, defend and hold harmless Grantor, its elected and appointed officials, board members, managers, officers, attorneys, agents, employees, successors and assigns, from and against all claims, liabilities, obligations, suits, liens, judgments, damages, penalties, causes of action, losses and expenses, including reasonable attorneys' fees and litigation costs, arising in whole or in part, and in any manner from the actions or inactions of the Grantee and its agents, employees, contractors, subcontractors, successors and assigns. Grantee further covenants and agrees that any damage to the property of the Grantor or a third person caused by or resulting from the exercise and use of the underground utility lines and associated rights by Grantee and its successors and assigns shall be promptly repaired and restored, as nearly as practicable to the condition existing prior to such damage, at the sole cost of Grantee or its successors and assigns.

9. All conditions as hereinabove stated shall be binding upon Grantee, its successors and assigns, and the property benefitted by this license.

In addition to any other enforcement powers that may be provided for by law, Grantor may suspend said license until compliance with the terms and conditions of this License Agreement is obtained.

TO HAVE AND TO HOLD said granted and conveyed license, with

all the privileges and appurtenances thereof, to the said

Grantee, **Philo Ridge, LLC**, or its successors and assigns, to its

License Agreement from Town of Charlotte to Philo Ridge, LLC

own use and behoof forever. Grantor may revoke this License Agreement if an alternative location for the wastewater force main becomes available to Grantee, its successors and assigns as provided in 19 V.S.A. § 1111.

IN WITNESS WHEREOF, PETER SWIFT, MANAGER OF PHILO RIDGE, LLC, hereunto sets his hand and seal this 29th day of October, 2018.

IN PRESENCE OF



By: Peter D. Swift L.S.

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Charlotte, in said County and State, this 29th day of October, 2018, Peter Swift personally appeared, and ~~(he)~~(she) acknowledged this instrument, by ~~(his)~~(her) sealed and subscribed to be (S)(his/her) free act and deed.

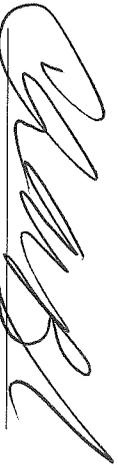


Notary Public
My Commission Expires: 2-10-2019

IN WITNESS WHEREOF, the TOWN OF CHARLOTTE has hereunto set its hand and seal this 26 day of Oct, 2018.

IN THE PRESENCE OF:

TOWN OF CHARLOTTE



By: MR. Morris L.S.
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Charlotte, in said County and State, on this 26th day of October, 2018, before me personally appeared Lane Morrison, 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: 2-10-2019