

## 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 William Louis Hella and Jamie V. Hella, husband and wife as tenants by the entirety, of the Town of Charlotte in the County of Chittenden and State of Vermont, Grantees, and their heirs and assigns, a license for the purpose of installing an underground drainage line or pipe, as more particularly described herein, within the right-of-way of Spear Street, 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 a 6-inch diameter underground water drainage pipe to allow water to be drained from Grantees' parcel of land at 3175 Spear Street, being all and the same land and premises conveyed to William Louis Hella and Jamie V. Hella by Warranty Deed of William E. Hella, dated January 8, 1999, recorded in Volume 103 at Pages 157-58 of the Town of Charlotte Land Records, all as shown on a drawing attached hereto as Exhibit A (the "License").

Said proposed underground drainage pipe will begin on the easterly side of Spear Street (Town Highway No. 1), will extend in a westerly direction across Spear Street with an outlet being located at least one hundred and fifty (150') from the centerline of said Spear Street and discharge into a drainage ditch on the northerly side, and within the right-of-way, of Morning Side Drive (Town Highway No. 25) to

License Agreement from Town of Charlotte to William Louis Hella and Jamie V. Hella

serve the dwelling owned by Grantees.

Said underground drainage pipe license area is rectangular-shaped and extends from Grantees' westerly boundary line across Spear Street (Town Highway No. 1) in a perpendicular fashion measuring twenty feet (20') wide by at least one hundred seventy-four and a half feet long (174.5'), more or less, and is centered on the as-built location of the underground drainage pipe. Said License shall run with the land as long as Grantees, their heirs and assigns, remain in compliance with the terms and conditions of said License as stated herein.

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. Grantees shall comply with all state and local rules, ordinances and regulations relating to highways and land use.
2. Grantee, their heirs and assigns, shall install, repair, maintain and replace, if necessary, the underground drainage pipe at his sole cost and expense and keep the same in good order and repair.
3. Installation of the underground drainage pipe shall be conducted so that the uppermost portion of the drainage pipe shall be no less than four (4) feet below the roadway surface and no less than three (3) feet below the bottom of road-side ditches within Grantor's town highway right-of-way. Boring pits shall be located at least twenty-five (25) feet from the centerline of the roadway pavement.
4. If ledge or other obstacles prevent burying the drainage pipe at these depths, shallower depths may be allowed with approval by the Road Commissioner. Irrespective of the approval of the Road Commissioner, Grantees, and their agents, employees, contractors, subcontractors, successors and assigns, shall

License Agreement from Town of Charlotte to William Louis Hella and Jamie V. Hella

indemnify and hold harmless Grantor, its elected and appointed officials, board members, managers, officers, attorneys, agents, employees, successors and assigns, from any damage, loss, injury or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantee or third persons) which may occur in whole or in part because of Grantor's, and its employees', agents' and contractors', work, maintenance, repair, replacement, repaving or improvement activities within the town highway right-of-way.

5. Grantees shall notify the Road Commissioner by telephone at least two (2) business days in advance of the installation, reconstruction, maintenance repair or replacement of the underground drainage pipe.
6. Any construction, reconstruction, maintenance, repair, or replacement of the underground drainage pipe shall be conducted in such a way as to avoid unnecessary disturbance to the highway, and after any such work, the premises, including the driveway to 3175 Spear Street, shall be returned to their original condition as soon as reasonably practicable by the Grantees.
7. Grantees acknowledge that the surface area above the underground drainage pipe license area location is utilized as a public road of the Town. They agree that the road shall, during any construction, reconstruction, repair or replacement of the underground drainage pipe and associated improvements, be kept 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. Grantees agree that they shall at all times during construction activities, at their sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of the town highway.
8. All excavation and backfilling shall be performed under the supervision of the Grantor, unless Grantor expressly waives this supervision requirement.

License Agreement from Town of Charlotte to William Louis Hella and Jamie V. Hella

9. Failure of Grantees to perform the work or to restore the highways in a satisfactory and timely manner may result in the Grantor completing the work at the expense of the Grantees; provided, however, Grantor shall give timely notice to the Grantees of any defects, and Grantees upon receipt of such notice, shall have a reasonable time in which to repair the defects to the satisfaction of the Grantor.
10. Grantees shall promptly reimburse the Town of Charlotte for all actual costs that the Town of Charlotte may incur as a result of Grantees not performing, observing, and complying with the conditions of this License as herein stated.
11. By the acceptance of this License Agreement, Grantees, for themselves and their heirs and assigns, agree that they shall be responsible for the removal or relocation of the underground drainage pipe if such relocation or removal is made necessary by work performed by Grantor for the maintenance or improvement of the town highway or public utilities within the town highway right of way.
12. Grantees 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 drainage pipe. Grantees expressly covenants and agrees for themselves and their heirs 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 Grantees and their agents, employees,

License Agreement from Town of Charlotte to William Louis Hella and Jamie V. Hella

contractors, subcontractors, successors and assigns. Grantees 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 drainage pipe and associated rights by Grantees and their heirs 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 Grantees or their heirs and assigns.

13. All conditions as hereinabove stated shall be binding upon Grantees, their heirs and assigns, and the property benefitted by this license.
14. 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 Grantees, William Louis Hella and Jamie V. Hella, husband and wife as tenants by the entirety, their heirs and assigns, to their own use and behoof forever. Grantor may revoke this License Agreement if an alternative location for an underground drainage pipe becomes available to Grantees, their heirs and assigns as provided in 19 V.S.A. § 1111.

IN WITNESS WHEREOF, Grantees, William Louis Hella and Jamie V. Hella, hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTEES

License Agreement from Town of Charlotte to William Louis Hella and Jamie V. Hella

\_\_\_\_\_  
William Louis Hella

\_\_\_\_\_  
Jamie V. Hella

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2024, William Louis Hella and Jamie V. Hella, personally appeared, and they acknowledged this instrument, by them sealed and subscribed to be their free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-31-2025  
My Commission #:

IN WITNESS WHEREOF, the TOWN OF CHARLOTTE has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

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 \_\_\_\_\_, 2024, before me personally appeared James Faulkner, Duly Authorized Agent of the TOWN OF CHARLOTTE, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed as such Duly Authorized Agent and the free act and deed of the TOWN OF CHARLOTTE.

License Agreement from Town of Charlotte to William Louis Hella and  
Jamie V. Hella

---

Notary Public  
My Commission Expires: 1-31-2025  
My Commission #: