

**WASTEWATER DISPOSAL EASEMENT LOCATION AGREEMENT AND
PARKING EASEMENT**

This Wastewater Disposal Easement Location Agreement and Parking Easement (“Agreement”) entered into as of the date the last party signs below is by and between the **Town of Charlotte**, a Vermont municipality in the County of Chittenden and State of Vermont, (the “Town”); and **Roland Gaujac** and **Lisa Gaujac**, husband and wife, residents of New Haven, Vermont (the “Gaujacs” and collectively with the Town, the “Parties”).

Background

1. The Gaujacs own the lands and premises commonly known as 3250 and 3260 Greenbush Road in the Town of (the “Town”), which they acquired by Warranty Deed, dated August 15, 2006, and recorded in Vol. 164, Page 11 of the Town Land Records (the “Property”). The Property is improved with the Old Lantern Event Facility and the Old Lantern Inn, and other associated infrastructure improvements, including but not limited to wastewater disposal easement areas and a number of water lines.

2. For the purposes of this Agreement, the Property is depicted on a plan entitled, “Site Plan, Old Lantern Barn & Old Lantern Inn, Greenbush Road, Charlotte, VT,” Sheet C1.0, prepared by Civil Engineering Associates, dated November 2022, last revised October 25, 2024, and to be recorded in Map Slide _____ of the Town Land Records (the “Plan”).

In an instrument entitled Addendum to Purchase and Sale Contract between Lantern Visions, LLC (“Purchaser”) and The Charlotte Land Trust (“Seller”), dated August 31, 2000, which was recorded with the Farmhouse Purchase and Sale Contract, recorded in Book 146, Pages 505-07 of the Town Land Records, certain wastewater disposal rights were described as follows:

3. Septic Agreement. It is the understanding of the parties that following the conveyance of the Property to the Purchaser that the Purchaser intends to enter into a pledge agreement to convey (i) an easement to the Seller or to the Town of Charlotte, to install, maintain and replace a septic system and use up to twenty-five percent (25%) of any remaining septic capacity on the Property which is reasonably available and permitted for use. The parties acknowledge that the Property is already subject to easements for septic capacity usage by the Old Lantern property to the south and by easements granted to Greenwood America and (ii) an easement to install, maintain or replace a septic system on the most southerly portion of the Lantern Vision, LLC property. The area of the septic easement shall be located between the southerly boundary of the Old Lantern property and fifty feet (50') southerly of the existing roadway that lies in front of (or southerly of) the Old Lantern building.

Such pledge agreements shall provide that any septic capacity must be used for municipal uses only (such as town offices, schools, library, fire department and rescue) or for nonresidential uses by non profit groups (such as the Charlotte Childrens Center) and such uses of the easement shall be undertaken in a manner which does not unreasonably interfere with the use of the existing septic easements or the use of any remaining septic capacity.

3. In a License Agreement between the Town and Lantern Vision, LLC, dated January 19, 2001, and recorded in Book 113, Page 594 of the Town Land Records, certain parking rights were granted to the Town as follows:

“Lantern Vision hereby gives and grants to the Town of Charlotte, and its successors and assigns a license for the non-exclusive use of ten (10) parking spaces on the Old Lantern Parcel for purposes of public parking and access to the recreation path across the Old Lantern Parcel”

4. The Gaujacs have subdivided the Property into two parcels of land, one being known and designated as Lot LV1.0, containing +/-6.23 acres of land and the Old Lantern Event Facility, and the second parcel being known and designated as Lot LV1.1, containing +/-3.30 acres of land and the Old Lantern Inn, as shown on a subdivision plat entitled, “2-Lot Subdivision, Old Lantern Property, Roland & Lisa Gaujac, 3250 & 3260 Greenbush Road, Charlotte, Vermont,” Sheet P1, prepared by Civil Engineering Associates, Inc., dated June 5, 2023, last revised July 26, 2023, and recorded in Map Slide 214, Page 4 of the Town Land Records (the “Plat”).

5. The Parties have agreed to formalize the Town’s rights to parking and wastewater disposal on the Property to the extent they were not fully formally memorialized previously.

6. The Parties have agreed that, in exchange for the Gaujacs’ conveyance of easements to the Town for wastewater disposal and parking in this Agreement, the Town will release any rights it has to wastewater disposal and parking by virtue of the instruments referenced above and by any other document or instrument or claim.

NOW, THEREFORE,

In consideration of the mutual undertakings conveyed herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

Section 1. Conveyance of Wastewater Disposal And Pipeline Easement. The Gaujacs hereby give, grant, sell, convey and confirm unto the Town and its successors and assigns an exclusive easement over the southeasterly corner of the Property to construct, install, operate, maintain, repair and replace a wastewater disposal system with a maximum disposal capacity of 1,050 gallons per day, which area labeled “TOWN WASTEWATER EASEMENT AREA FOR UP TO 1050 GPD” on the Plan (the “Town Wastewater Disposal Easement Area”), which wastewater disposal capacity must be used for municipal uses only (such as town offices, schools, library, fire department and rescue) or for nonresidential uses by non-profit groups (such as the Charlotte Childrens’ Center).

In connection herewith, the Gaujacs also convey to the Town an easement and right-of-way to the Town to construct, install, operate, maintain, repair and replace wastewater disposal pipes, lines and appurtenances, such easement to be twenty feet (20') wide and shall extend from the westerly sideline of Greenbush Road and along the easterly and southerly property lines of Lot LV1.0 to the Town Wastewater Disposal Easement Area, with a portion of this easement area being identified as "20' WIDE TOWN WASTEWATER PIPELINE EASEMENT AREA" on the Plan (the "Town Pipeline Easement Area").

By their conveyance of these easements and rights-of-way, the Gaujacs agree, for themselves and their heirs and assigns, that they shall not undertake any activities on Lot LV1.0, the Town Wastewater Disposal Area or the Town Pipeline Easement Area that will interfere with the intended uses of the aforesaid Town easements, including but not limited to parking of vehicles, placement of gravel, or constructing any temporary or permanent structures or improvements thereon.

TO HAVE AND TO HOLD the same to the Town and its successors and assigns to its and their own use and behoof forever. The Gaujacs covenant with the Town and its successors and assigns that prior to execution of this Agreement they are the sole owners of the Property, have good right and title to convey the aforesaid easements and rights to the Town, its successors and assigns, as provided in this Agreement, and hereby agree to have or claim no right or title in or to the said easements and rights.

Section 2. Abandonment and Release of Easement for Wastewater Disposal Capacity. The Town hereby abandons all rights to and gives, grants, and conveys unto the Gaujacs and their heirs and assigns, all right, title and interest of the Town to "the twenty-five percent (25%) of any remaining septic capacity" on the Property, as referenced in Section 3 of an instrument entitled Addendum to Purchase and Sale Contract between Lantern Visions, LLC ("Purchaser") and The Charlotte Land Trust ("Seller"), dated August 31, 2000, which was recorded with the Farmhouse Purchase and Sale Contract, recorded in Book 146, Pages 505-07 of the Town Land Records.

TO HAVE AND TO HOLD the same to the Gaujacs and their heirs and assigns to their own use and behoof forever. The Town covenants with the Gaujacs and their heirs and assigns that prior to execution of this Agreement it is the sole owner of the aforesaid easements and rights, has good right and title to convey the aforesaid easements and rights to the Gaujacs, their heirs and assigns, as provided in this Agreement, and hereby agrees to have or claim no right or title in or to the said easements and rights.

Section 3. Conveyance of Parking Easement.

The Gaujacs and the Town hereby agree that the License Agreement between the Town and Lantern Vision, LLC, dated January 19, 2001, and recorded in Book 113, Page 594 of the Town and Records granting certain parking rights to the Town is hereby terminated.

The Gaujacs hereby give, grant, sell, convey and confirm unto the Town, the general public, and the Town's successors and assigns, an non-exclusive easement to park up to eight vehicles in eight parking spaces, which spaces shall be used solely for purposes of parking by the pubic while accessing the recreation path across the Old Lantern Parcel, The spaces are located proximate to the easterly boundary line of Lot LV1.0 and immediately southerly of the access drive extending westerly across Lot LV1.0, as shown as "Town Parking" on the Plan.

TO HAVE AND TO HOLD the parking easement to the Town and its successors and assigns to its and their own use and behoof forever. The Gaujacs covenant with the Town and its successors and assigns that prior to execution of this Agreement they are the sole owners of the Property, have good right and title to convey the aforesaid easements and rights to the Town, its successors and assigns, as provided in this Agreement, and hereby agree to have or claim no right or title in or to the said easements and rights.

Section 4. Binding Effect. All written agreements and oral representations with respect to the scope, location or any other element of the Town's wastewater disposal and parking easements or rights on the Property, made prior to the date hereof are merged herein, and this instrument fully and completely expresses the agreement of the Parties regarding the matters stated herein. This Agreement is binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the party hereunto set their hand and seal this _____ day of _____, 2024.

TOWN OF CHARLOTTE

James Faulkner, Selectboard Chair
and Duly Authorized Agent of the
Town of Charlotte

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this ____ day of _____, 2024, personally appeared **James Faulkner**, Selectboard Chair and duly authorized agent of the **Town of Charlotte** and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of the **Town of Charlotte**.

Before me,

Notary Public
My Commission Expires: 1/31/25
My Commission #:

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this
____ day of _____, 2024.

Roland Gaujac

Lisa Gaujac

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this ____ day of _____, 2024, personally appeared **Roland Gaujac** and **Lisa Gaujac** and they acknowledged this instrument, by them subscribed, to be their free act and deed.

Before me,

Notary Public
My Commission Expires: 1/31/25
My Commission #: