

LICENSE AGREEMENT

BY THESE PRESENT, the Town of Williston (“Town”) grants to Champlain Water District (“CWD”) an exclusive license to enter upon, develop, improve, use and occupy a parcel of land located off Mountainview Road in the Town of Williston depicted on the survey attached hereto as Exhibit 1 (the “Site”) for the construction, maintenance and operation of a 600,000 gallon water storage tank which is an integral part of the CWD public water supply system. Included in this grant is the right of CWD to construct, install, maintain, repair and replace an access road, electric utility line and telecommunications/telemetry lines from the subject storage tank to Mountainview Road, as well as security fencing, gates and monitoring devices. Town shall have no maintenance/repair obligations with respect to the site and improvements thereon and with respect to the access road, electric utility lines and telecommunications/telemetry lines. The water transmission line from the subject storage tank to Mountainview Road shall be constructed by CWD under this project. Upon completion of construction, the water transmission line shall be turned over to the Town and shall be owned, maintained, repaired, and replaced by the Town.

During the term of this License, CWD shall procure and maintain comprehensive general liability, casualty and extended coverage insurance in an amount of not less than \$5,000,000 on the improvements constructed and operated by CWD on the Site and adjacent property.

The term of this License shall be coextensive with the term of the Interlocal Agreement between Town and CWD of even or approximately even date, or the period during which the subject storage tank remains in service by CWD, whichever is of greater duration.

Neither party shall transfer or assign any interest in this License or in the Site to any other person without the concurrence of the other party.

CWD agrees that the Site and the appurtenances under its control shall be used only as an integral part of its public water supply system. Town agrees that it will not permit any activity, excavation or construction on property adjacent to the Site which will affect CWD’s use of the Site as a water storage facility, or cause CWD’s use of the Site to be noncompliant with any state or federal water supply rule or regulation.

If the tank is permanently retired and taken out of service from the public water supply system, CWD shall demolish and remove the tank at their costs and return the land to the condition which existed prior to construction, and the Site shall revert back to the Town.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by its respective duly authorized officers this ___ day of _____, 2016.

TOWN OF WILLISTON

By: _____
Town Manager

CHAMPLAIN WATER DISTRICT

By: _____
General Manager

EXHIBIT A