

TEMPORARY LICENSE AGREEMENT

This Agreement is made this _____ day of October, by and between the Catherine Violet Hubbard Foundation, Inc., a New York non-stock corporation authorized to do business in the State of Connecticut (hereinafter “Hubbard Foundation”); and the Town of Newtown, Connecticut, 3 Primrose Street, Newtown, Connecticut, acting herein by Daniel Rosenthal, First Selectman, duly authorized (hereinafter the “Town”).

WITNESS, THAT

WHEREAS, Hubbard Foundation is the owner of certain property known as the “Catherine Violet Hubbard Animal Sanctuary” located on Old Farm Road, so called, in the Town of Newtown, Connecticut (the “Property”); and

WHEREAS, the Town is the owner of “Old Farm Road”, which is a private road, and which provides one means of access to the Property; and

WHEREAS, Hubbard Foundation seeks to utilize a portion of Old Farm Road to provide temporary access to the Property to facilitate the required site work thereon, including the use of Old Farm Road to cause the delivery of “structural and common fill” to the Property; and

WHEREAS, the Town is willing to grant a Temporary License to Hubbard Foundation to allow delivery of structural and common fill to the Property in accordance with the terms and conditions set forth below.

NOW THEREFORE, it is agreed as follows:

1. The Town hereby grants to Hubbard Foundation a Temporary License to utilize a portion of Old Farm Road commencing easterly of “Old Farm Road Bridge” and continuing across the Old Farm Road Bridge, to the easterly property line of the Property (approximately 115 feet in total, plus or minus).

2. The terms of this License shall be four (4) months, commencing on October _____, 2018, and terminating on February _____, 2019. Provided, however, the License shall be entitled to up to a three (3) month extension hereof if weather conditions do not permit work on the site upon ten (10) days' written notice to Licensor.

3. This License shall be utilized solely for the purpose of transporting approximately 1,420 cubic yards of structural fill, and 12,500 cubic yards of common fill to the Property. This License shall be further conditioned upon the compliance by Licensee with the terms and conditions set forth on Schedule A, attached hereto and made a part hereof.

4. Licensor agrees to erect a "Bailey Bridge" owned by the Town over the existing Old Farm Road Bridge, including replacing any and all parts thereof as needed to secure the safety of the Bailey Bridge. Licensor shall be responsible for erecting said Bailey Bridge, and disassembling said Bridge and transporting same to its prior place of storage. Licensee shall be responsible for any and all costs associated with the erection, repair or disassembly and transportation of the Bridge.

5. Licensee shall further be responsible for the placement and maintenance of any and all erosion and sedimentation controls required to utilize Old Farm Road and the Old Farm Road Bridge, at its sole cost and expense. Said plans for the use of the Road and Bridge are more particularly set forth on Schedule B, Schedule C, and Schedule D attached hereto and made a part hereof.

6. Hubbard Foundation shall, and hereby does, indemnify and hold the Town harmless from any and all injury or damage to person or property caused as a result of the activities of Hubbard Foundation, its agents or employees in utilizing said Old Farm Road, Old Farm Road Bridge and Bailey Bridge.

7. Licenser shall have the absolute right to terminate this License on ten (10) days written notice to Licensee unless in the case of a condition, which in the sole discretion of the Town endangers the environment or personal safety, the License may be terminated immediately.

8. This License is non-transferrable

9. The Licensee shall maintain liability insurance in the amount of \$4,000,000, and provide the Town with a Certificate of Insurance naming the Town as an insured to the extent of its interest. Licensee shall also require any of the contractor's traversing the Bridge, as aforesaid, to provide similar insurance to the Town.

Signed, sealed and delivered
In the presence of:

THE TOWN OF NEWTOWN

BY: _____
Daniel Rosenthal, First Selectman

CATHERINE VIOLET HUBBARD
FOUNDATION, INC.

BY: _____
