



License

Vermont Fish and Wildlife Department

103 South Main Street, 10 South
Waterbury, VT 05671, 802-241-3700

1. **Licensee Name:** Town of Hinesburg

Organization:

Address: 10632 Route 116, Hinesburg, VT 05461

Phone/email: 802-482-2281

2. **License Period:** Jan 1, 2013 – Dec 31, 2017

Effective Date: January 1, 2013

Expiration Date: December 31, 2017

Authorization #: 405-00-BU1-2013

3. **Principal Officer:** Joe Colangelo

4. **Sub-Licensee(s):** None

5. **Fee:** \$ 1 and other valuable consideration.

6. **Authorized Activity:** Use of a portion of the Lewis Creek Stream Bank property, consisting of 91.56 acres and known as the Copp/Welch II parcel, for trail maintenance. A map showing the location of the Copp/Welch II property and trails authorized to use and maintain is attached as Exhibit A and shown as "VT Fish & Wildlife".

7. **Location Where Authorized Activity May Be Conducted:** See above.

8. Conditions:

- a. The Fish and Wildlife Department (Department) shall have full authority to restrict any and all activity in the area of the lands the State owns. Priority for activity will be given first to the preservation of fish and wildlife habitat and second to the preservation of wildlife-based recreation (e.g., hunting, fishing, trapping, wildlife watching) activities. Walking, hiking, cross-country skiing, and snowshoeing will be accommodated to the extent they do not conflict with the preservation of fish and wildlife habitat or wildlife-based activities.
- b. Mountain biking and horseback riding are not allowed on any of the Lewis Creek Stream Bank parcels.
- c. Entrances to the Copp/Welch II property will be marked by Licensee with signs depicting allowed and restricted uses.
- d. The Town of Hinesburg (Licensee), by its Trails Committee, may undertake brush and tree removal sufficient to permit up to an 8-foot wide path along the edges and top of the trails shown in Exhibit A. Small equipment may be utilized to assist in path reconstruction work. Clearing shall be limited to what is necessary to create a path no wider than 8 feet. Overhead limbs may be trimmed to a height of 10 feet.
- e. Timing of all activities mentioned above shall be coordinated with the Department staff, which reserves the right to delay such activities so as to minimize interference with the priorities mentioned under 9a. Public trails on the Copp/Welch II property shall be limited to those shown in Exhibit A.
- f. No new trails, spurs trails, or rerouting of existing trails will be allowed without written permission from the Department Commissioner or his agent.
- g. During the spring and fall hunting seasons, all efforts should be made to conduct repairs during the mid-day hours to minimize disturbance to hunters utilizing the Copp Welch II property. Routine maintenance activities can occur during the spring and fall hunting seasons, but shall not occur on opening days of any season. Some hunting season opening dates pertinent to the Copp/Welch II property are:
 1. Youth Turkey Season – Saturday prior to the opening of the Spring Turkey Season.
 2. Spring Turkey Season – May 1.
 3. Gray Squirrel – September 1.
 4. Small Game (rabbits, hare, grouse) – Last Saturday in September.
 5. Youth Deer Season – Saturday prior to opening of Deer Rifle Season.
 6. Deer Archery Season – 1st Saturday in October.
 7. Deer Rifle Season – 12 days prior to Thanksgiving.
 8. Deer Muzzleloader Season – 1st Saturday after the close of the Deer Rifle Season

- h. The Department reserves the right to close their land for periods of time if it is deemed necessary in the Department's employee's judgment to do so to protect certain wildlife hunting, fishing or trapping activities from conflicts caused by the licensed activity. High levels of recreational activity on the state land are to be discouraged as that may cause harm to wildlife. Herbicides and pesticides shall be banned except when administered by the Department or their agents and assigns.
- i. Motorized vehicles shall be banned. No all-terrain vehicles, cars or trucks, except Town vehicles performing maintenance activities, are permitted. If motorized vehicles other than those noted above are found to be using the trails, the Town will control such use via barriers or gates as needed.
- j. The Department and the Town of Hinesburg will meet annually, in late winter, to review all current issues involving the annual maintenance and recreational use of the Copp/Welch II parcel. The Commissioner shall appoint a Department employee to represent the State at this meeting and in all affairs involving the Copp/Welch II parcel.

- 9. Maintenance:** The trails being used shall be maintained in a condition satisfactory to the Department, including, but not limited to, removal of any trash or rubbish which shall appear within the licensed area. Licensee shall remove any and all equipment and personal property, which may have been placed upon the premises promptly upon completion of any activities or/and termination of the license, and shall clean and restore the site to the satisfaction of the Department.
- 10. Non-Exclusivity:** This license shall not be exclusive. The Department reserves the right to use, or allow others to use, any part of the licensed area provided such use does not unreasonably interfere with the privileges hereby authorized to Licensee.
- 11. Assignment:** This license is issued to the Licensee herein named, and is not assignable without prior written permission of the Department.
- 12. Permits, Rules, and Regulations:** The Licensee shall obtain and maintain, at his own expense, all permits or licenses for the licensed activity and the Licensee shall not violate the terms or conditions of any of those permits or licenses. The Licensee shall obey all municipal, state, and federal laws while undertaking the licensed activity.
- 13. Suitability of Premises:** Acceptance of this license by Licensee shall be *prima facie* evidence that Licensee accepts the suitability of the premises for their purposes, and the use thereof by Licensee shall attest such suitability.
- 14. Buildings and Structures:** No buildings or structures shall be erected upon the licensed premises, other than those specifically authorized by written approval of the Department.
- 15. Herbicides:** Licensee shall not use herbicides, other pesticides, growth inhibitors, or other toxic chemicals on the licensed parcel.
- 16. Termination:** The Department reserves the right to cancel this license at any time if the Licensee does not carry out conditions above. In addition, the Department may, without cause, cancel this license, or alter the area on any June 1, upon sixty (60) days written notice to the Licensee. If the Department cancels this license, it shall make a financial adjustment to the Licensee by mutual agreement, but in no event to exceed any payment due the Department in the particular license period that such cancellation may occur. The Town of Hinesburg may also cancel this license upon sixty (60) days written notice to the Department.
- 17. Previous Agreements:** This writing supersedes and takes precedence over all other agreements written or oral, regarding the subject matter of this license and it is intended by the parties hereto as the final, complete, and exclusive expression of their agreement.

The State of Vermont, Fish & Wildlife Department is prohibited by 10 V.S.A. § 4147 from granting leases without prior approval of the Governor of the State of Vermont. Such approval has not been granted as of the date hereof. It is understood, therefore, that notwithstanding the terms and conditions set forth herein relating to the term or period of time, that unless or until approval of the Governor is granted, this instrument shall be construed as a license only, removable at the pleasure of the State at any time. Licensee accepts this instrument subject to this provision, and all expenditures or other actions or steps taken by Licensee in reliance on or expectation of the continuity of occupancy shall be entirely at his own risk.

IN PRESENCE OF:

STATE OF VERMONT
FISH AND WILDLIFE DEPARTMENT

Witnesses

Patrick Berry, Commissioner

STATE OF VERMONT
WASHINGTON COUNTY

At Waitsfield, in said county, this ____ day of _____ A.D., 20__, personally appeared Patrick Berry, Commissioner of the Fish and Wildlife Department, and acknowledged the foregoing instrument by him subscribed to be his free act and deed and the free act and deed of the State of Vermont.

Before me, _____
Notary Public
Commission Expires _____

IN PRESENCE OF:

LICENSEE

Jonathon Trefry
Chair, Hinesburg Selectboard

Witnesses

STATE OF VERMONT
CHITTENDEN COUNTY

At _____, in said county, this ____ day of _____ A.D. 20__, personally appeared _____, and acknowledged the foregoing instrument by _____ to be _____ free act and deed and the free act and deed of _____.

Before me, _____
Notary Public
Commission Expires _____