

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
Department of Fish and Wildlife

**SPECIAL USE PERMIT**

In consideration of zero dollars (\$00.00) fee, paid to its satisfaction, and adherence by the Permittee to the following terms and conditions set forth herein, the Agency of Natural Resources, Department of Fish and Wildlife, hereinafter called State, issues the Town of Hinesburg, 10632 VT Route 116, Hinesburg, VT 05461, hereinafter called Permittee, the right to use a 15 foot +/- strip along the northern boundary of a field locally known as Hidden Meadow, on lands of the State of Vermont, known as the Copp/Welch II Parcel of the Lewis Creek Stream Bank, more clearly shown on the map attached hereto and made a part hereof.

This permit is effective upon signing by the State until June 1, 2013; however, it may be terminated at any time upon thirty (30) days written notice by either the Permittee or the State.

1. The land being used shall be maintained and left in a condition satisfactory to the State, including but not limited to removal of any trash or rubbish which shall appear within the area being used.
2. This permit shall not be exclusive, and the State reserves the right to use, or permit others to use, any part of the permitted area, provided such use does not interfere with the privileges hereby authorized to Permittee.
3. The Permittee shall save the State harmless for all damages legally recoverable against the State by any person or persons (except employees or officials of the State and their invitees) who may use the area as part of these stipulations, and specifically saves the State of Vermont free from any such claim.
4. In the event of revocation or termination of this permit, the State shall be under no obligation to refund the fee, if any, or any part hereof.
5. The sole purpose of this Special Use Permit is to use a portion of the Lewis Creek Stream Bank, indicated above and on the attached map on the dates indicated above, for logging access to Town Forest land.
6. Permittee will ensure and be responsible to remove all equipment and personal property promptly upon termination of the Permit.
7. The Permittee, upon termination of the Permit, shall leave the property in as good or better condition than it was prior to the use of it.
8. This Permit is made to the Permittee, Town of Hinesburg, and is not assignable without prior written consent to the State.

It is understood that this instrument is not to be construed as a lease, or to create any other enduring rights whatever. Any and all expenditures, or reliance on, or expectation of, continuity shall be entirely at the risk of aforesaid Town of Hinesburg and shall not give rise to any rights, remedies, or relief, the result of which give the said Permittee any rights to have this permit continued beyond the thirty (30) day notice period as provided herein if and when given to Town of Hinesburg by the State.

STATE OF VERMONT  
DEPARTMENT OF FISH AND  
WILDLIFE

\_\_\_\_\_  
Date

\_\_\_\_\_  
William J. Crenshaw  
Wildlife Biologist

I, the undersigned Permittee, Town of Hinesburg, have READ, UNDERSTAND, and AGREE TO the above terms and conditions under which this Permit is issued.

TOWN OF HINESBURG

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathon Trefry, Chair  
Hinesburg Selectboard

SS or Federal ID # \_\_\_\_\_