



## LICENSE AGREEMENT FOR PUBLIC ACCESS AND NON-MOTORIZED RECREATIONAL TRAIL

**BOBOLINK FARM LLC**, a Vermont limited liability company with principal offices in East Montpelier, Vermont (“Licensor”), pursuant to the authority granted in Title 10 V.S.A. Chapter 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, hereby grants to **EAST MONTPELIER TRAILS, INC.**, a non-profit corporation organized under the laws of the State of Vermont, with principal offices in East Montpelier, Vermont (“Licensee”), a License for public access to and the creation and maintenance of a public non-motorized recreation trail over a certain parcel of land owned by Licensor located in the Town of East Montpelier, Vermont (the “Property”).

The Property is more particularly described in **Schedule A** attached hereto and incorporated by reference herein. The general location of the public recreation trail licensed hereby (the “Trail”) is delineated on the map in **Schedule B** attached hereto and incorporated by reference herein. The License includes a Trail Corridor 25-feet wide, with the Trail running approximately down the centerline of the corridor.

The term of the License shall be 10 years, commencing upon the execution of this document. The License shall be **automatically** renewed for an additional 10-year term unless either Licensor or Licensee gives notice of the intent to terminate. The notice shall be in writing and must be delivered to the other party no less than 60 days before the end of the 10-year term. The notice shall be recorded in the East Montpelier Town land records. The License shall be irrevocable for the first ten-year term, but any extensions thereafter shall be revocable **upon the 60 day notice described above.**

A recreational trail accessible to the public shall be located within the Trail Corridor and may be improved as provided below. Licensor grants this License in order to provide public access to recreational opportunities and activities and non-motorized transportation throughout the Trail Corridor. This License shall be for year-round public non-motorized recreational activities such as walking, running and skiing. Use of the trail by horse and/or bicycle shall be determined by the Licensor and the Licensee. Skateboards or any motorized uses shall not be allowed, except motorized uses shall be permitted by Licensor or Licensee or its designee to perform Trail maintenance and construction. Overnight camping and campfires are not permitted. Dogs shall be permitted but only on a leash.

The precise location of the Trail within the Trail Corridor shall be fixed on the ground by mutual agreement of Licensor and Licensee. Licensee and Licensor shall locate the Trail in a manner consistent with the purposes of this License. The final "as built" location of the Trail shall be demarcated by paint marks or tags on trees, signs, or other markers. The Trail location may be altered at any time by mutual consent of Licensee and Licensor.

The Licensee shall have the right, but not the obligation, to construct, manage, use, repair and maintain the Trail, at Licensee's expense, including the right to construct, maintain, repair and replace the Trail surface and Trail structures. Licensee shall have access to the entire Trail Corridor to perform such construction, maintenance and repairs and may perform such construction, maintenance and repairs in the Trail Corridor as needed. Licensee may change the topography of the land and deposit fill material as may be reasonably necessary to build and operate the Trail and Trail structures.

Licensee may conduct vegetation management related to the Trail within the Trail Corridor including, but not limited to, cutting or removal of vegetation from the Trail, from areas adjacent to either edge of the Trail, and from the area of any structure as may be needed to preserve the integrity of structures, to maintain clear passage over the Trail, and for

public safety. Licensee shall also have the right to plant and maintain, and to prevent the cutting or removal of vegetation within the Trail Corridor, as needed for aesthetics and for screening and buffering of the Trail, or for other Trail management reasons. Exceptions to this are Buckthorn and other invasive species. Otherwise, Licensee may cut or remove additional **trees** only with the prior written consent of Licensor. Licensee shall not employ herbicides, pesticides, growth inhibitors or other chemicals within the Trail Corridor without the prior written consent of Licensor. **With prior notice to Licensee, Licensor may exercise prudent timber management within the Trail that does not impair the use or character of the Trail. Mature healthy trees within 6 feet of the pathway shall not be harvested.**

Licensee shall erect and maintain such fences, barriers and signs within the Trail Corridor as may be required by Licensee and as may be reasonably necessary to manage trail access for public safety, for aesthetics, for screening and buffering of the Trail, to prevent the public from entering the Property outside of the Trail Corridor, and for other reasons consistent with the purposes of this License. Licensor shall not erect fences, barriers or signs that impede access to or use **of the Trail**, as allowed by this License, except with prior written consent of Licensee. **Licensor may erect temporary livestock fencing to provide temporary pasturage if Licensor provides a reasonable alternate route for the Trail during that temporary fencing. In addition, per Licensees' trail maintenance procedures, Licensee or Licensor may temporarily close the Trail if needed to protect the Trail or users of the Trail.**

Licensee and Licensor may use motorized vehicles and equipment within the Trail Corridor to construct, relocate, maintain, repair and patrol the Trail, and for other reasonable purposes of the Licensor, and for medical emergencies. Licensor's use of motorized vehicles and **agricultural** equipment within the Trail Corridor shall in no way cause physical damage or other adverse impacts to the Trail or Trail structures, but Licensor may at its sole expense make repairs and improvements

necessary to allow such use, so long as they are consistent with the purposes of this License.

Licensee and Licensor shall take reasonable steps to periodically inspect the Trail Corridor to assure compliance with the terms, conditions, and limitations of this license, and for such inspection and enforcement purposes, Licensee shall have the right of reasonable access to the Property. In the event that any party to this License identifies a material violation of this License, the party shall provide prompt written notice of the violation, including a request for specific corrective action.

Reasonable steps shall be taken to investigate and correct the violation within four weeks of receipt of notice.

In the event any violation is not corrected through the foregoing voluntary mechanisms, written notice shall be provided to the non-complying party of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and the notifying party may demand corrective action by the non-complying party sufficient to abate such event or circumstance of non-compliance and restore the easement area to its previous condition. In the event there has been an event or circumstance of non-compliance that is corrected through negotiation and voluntary compliance, the non-complying party shall reimburse the notifying party all reasonable costs incurred in investigating the non-compliance and in securing its correction.

The construction of any Trails, Trail structures or any use of the land otherwise permitted by this License, shall be in accordance with all applicable ordinances, statutes, and regulations of the Town of East Montpelier and the State of Vermont.

This License shall be recorded in the East Montpelier Land Records.

The term "Licensor" shall include the successors and assigns of the current Property owner, Bobolink Farm LLC. The term "Licensee" shall include the successors and assigns of the East Montpelier Trails, Inc.

**Licensor and Licensee acknowledge that this License may be amended by written mutual agreement of both recorded in the East Montpelier Land Records.** Invalidation of any provision hereof shall not affect any other provision of this Grant of Trail Easement.


Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Vermont Arbitration Act, 12 VSA § 5651 *et seq.* Dated this 7 day of September 2023.

BOBOLINK FARM LLC, Owner/Licensor

By: 

Carol Dickson, member

BOBOLINK FARM LLC, Owner/Licensor

By: 

Bruce Howlett, member

STATE OF VERMONT WASHINGTON COUNTY, ss.

At East Montpelier, this 11<sup>TH</sup> day of September 2023, personally appeared Carol Dickson and Bruce Howlett, duly authorized agents of Bobolink Farm LLC and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of Bobolink Farm LLC., before me.

Richard Linton Brock Notary Public  
Richard Linton Brock  
Name \_\_\_\_\_ Commission Expires: 1-31-25  
Commission Expires Jan 31, 2025 Commission # 157.0002981

Dated this 20 day of September 2023.  
EAST MONTPELIER TRAILS, INC., Licensee

by Mary Stone, president

STATE OF VERMONT WASHINGTON COUNTY, ss.

At East Montpelier, this 20<sup>th</sup> day of September 2023,  
personally appeared Mary Stone, duly authorized agent of  
East Montpelier Trails, Inc., and ~~he~~ she acknowledged this instrument,  
by him/her sealed and subscribed, to be his/her free act and deed and the  
free act and deed of East Montpelier Trails, Inc., before me.

Richard Linton Brock Notary Public  
Richard Linton Brock  
Name \_\_\_\_\_ Commission Expires: 1-31-25  
Commission Expires Jan 31, 2025 Commission # 157.0002981

TOWN CLERK'S OFFICE  
Received Oct 12, 2023 06:43P  
Recorded in VOL: 183 PG: 262- 270  
Of East Montpelier Land Records

ATTEST: Rosie Laquerre  
Rosie Laquerre, Town Clerk

**SCHEDULE A  
DESCRIPTION OF THE PROPERTY**

Being a portion of all and the same land and premises conveyed to Bobolink Farm, LLC by Warranty Deed of Barbara J. LaPlant dated May 16, 2014, and recorded in Book 126, at page 94 of the Town of East Montpelier Land Records.

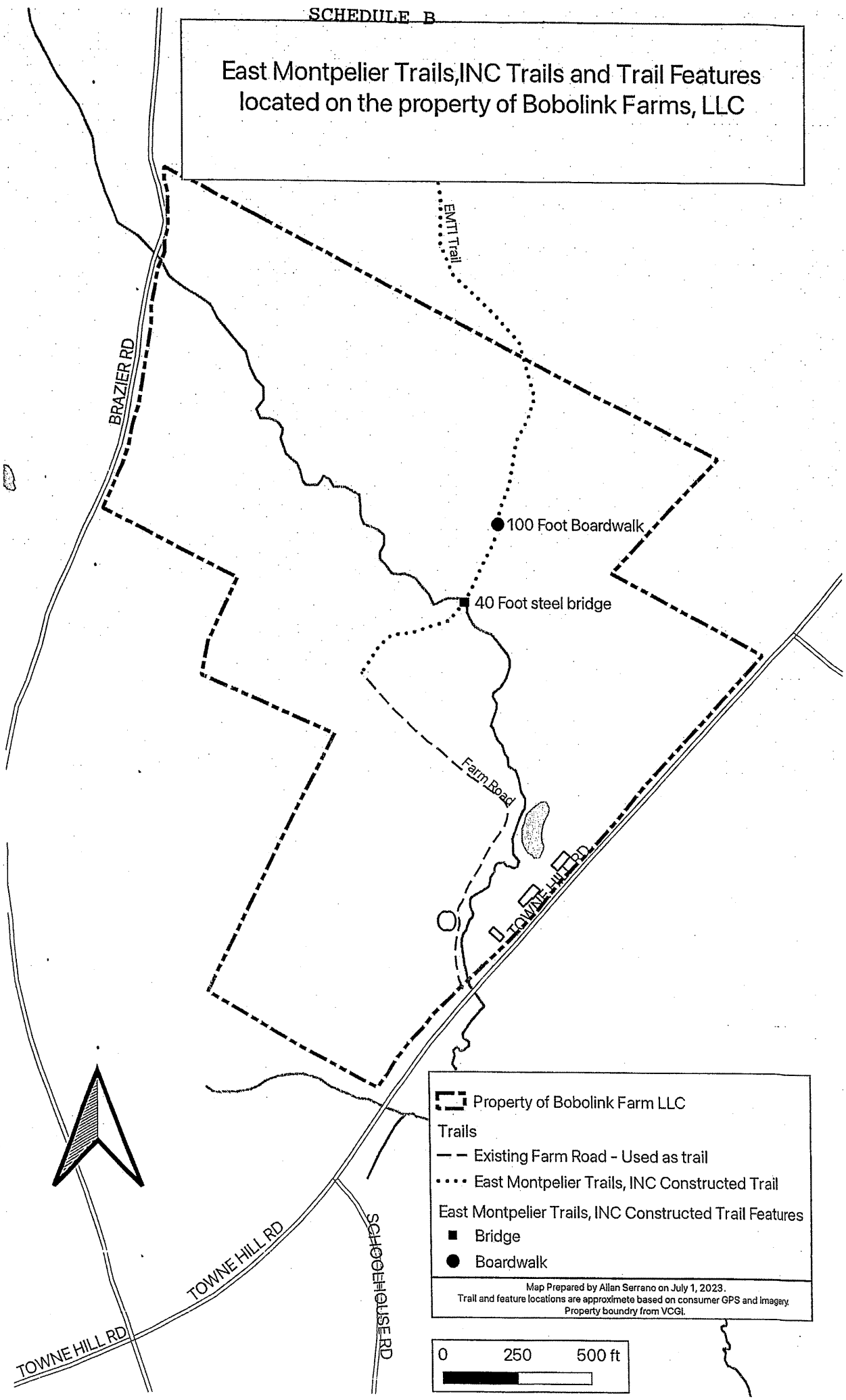
Being a portion of all and the same land and premises conveyed to Barbara J. LaPlant by Decree of Distribution of the Estate of Gaynor L. Sargent in the Probate Court for the District of Washington dated February 1, 2000, and recorded in Book 75, at pages 1-3 of the Town of East Montpelier Land Records.

Specifically excluded is a certain parcel with any improvements thereon conveyed to Gregory and Kimberly Farnum by warranty deed of Barbara S. LaPlant dated November 7, 2002, and recorded in Book 75, at page 225 of the Town of East Montpelier Land Records.

**SCHEDULE B  
DESCRIPTION OF TRAIL CORRIDOR LOCATION**

See Plan of "East Montpelier Trails, Inc. Trails and Trail Features located on the property of Bobolink Farms, LLC" attached.

East Montpelier Trails, INC Trails and Trail Features located on the property of Bobolink Farms, LLC



**Property of Bobolink Farm LLC**

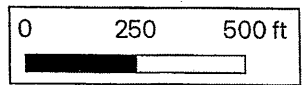
**Trails**

- Existing Farm Road - Used as trail
- ..... East Montpelier Trails, INC Constructed Trail

**East Montpelier Trails, INC Constructed Trail Features**

- Bridge
- Boardwalk

Map Prepared by Allan Serrano on July 1, 2023.  
 Trail and feature locations are approximate based on consumer GPS and imagery.  
 Property boundary from VCGI.





## ACKNOWLEDGMENT OF ARBITRATION

The parties to this agreement understand this License Agreement contains an agreement to arbitrate and that after signing this document, they will not be able to bring a lawsuit concerning any dispute that may arise relating this this agreement, or the breach termination or invalidity thereof, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

BOBOLINK FARM LLC

*Owner/Licenser*

By: Bruce S. Hurlburt Sept 24, 2023

BOBOLINK FARM LLC

*Owner/Licenser*

By: [Signature] 9/24/23

EAST MONTPELIER TRAILS, INC.

*Licensee*

By: Mary Stone 9/24/23