

Final, as approved by selectboard 2/5/19.

Town of Williston

LICENSE AGREEMENT

This License Agreement is made effective this 18 day of March, 2019 (the "Effective Date") by and between the **Town of Williston**, (hereinafter "Town") and **Catamount Outdoor Family Center, Inc.**, a Vermont non-profit corporation with its principal place of business in Williston, Vermont (hereinafter "Licensee").

WHEREAS, on 3/25/19, Jim and Lucy McCullough, LLC (the "McCulloughs") sold, at less than fair market value as determined by an independent appraisal, certain parcels of land and the buildings, thereon, being an approximately 376-acre parcel of land on Governor Chittenden Road in the Town of Williston, Vermont, and Stephen and Deborah Page sold, at less than fair market value, an adjacent 17-acre parcel of land, as described in Schedule A to the Conservation Easement referred to herein (together, the "Property");

WHEREAS, the Property is subject to a Grant of Development Rights, Conservation Restrictions and Public Access Easement (hereinafter "Conservation Easement"), co-held by Vermont Land Trust, Inc. and Vermont Housing & Conservation Board (hereinafter collectively referred to as "Easement Holders"); dated March 14, 2019, to be recorded contemporaneously with execution of this License Agreement in the Williston Land Records, a copy of which is attached as Exhibit A;

WHEREAS, for the past 12 years Licensee, a non-profit organization whose mission is to "promote family and community wellbeing through activity and education in a natural environment," has operated an outdoor recreational center on the Property which has offered a variety of outdoor educational and recreational activities spanning all four seasons, including competitive and non-competitive activities on a 20-mile trail network that exists on the Property;

WHEREAS, at the time the Property was sold to the Town, it was the mutual understanding of the McCulloughs and the Town, that Licensee would continue to operate the recreational center consistent with past practices and would maintain the Property and trail network in a manner consistent with past practices;

WHEREAS, funding for the acquisition of the Property was in part through the Land and Water Conservation Fund Act and pursuant to the terms of that grant, the Property must be operated for public outdoor recreation purposes in compliance with the Act and with the implementing guidelines (36 CFR 59) such that the Property will be identified as a publicly owned recreation area and all signs, literature and advertising shall clearly state this to eliminate any perception that the area is private.

WHEREAS, the Town desires to license the Property to the Licensee for the permitted uses allowed under Section III (1) and (5)-(11) of the Conservation Easement and this Agreement;

NOW THEREFORE it is mutually agreed by and between the parties, in consideration of, and in accordance with the terms, conditions and covenants set forth herein that the Town grants

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Licensee a non-exclusive use of the Property.

1. GRANT OF LICENSE: Subject to the terms and conditions set forth in this Agreement, the Town hereby grants Licensee an exclusive right and license, to use the Property, including the trails located thereon, as depicted on the map attached hereto as Exhibit B and made a part hereof (herein, collectively, the "Licensed Area") for recreational and educational purposes and activities, including events and competitive activities, except as provided in section 12(c) below and except for pedestrian access as referenced in this Agreement and the Conservation Easement.

2. TERM: The term of this License shall commence on the Effective Date and terminate on October 31, 2023. The Licensee shall have the option to renew this License on its current terms and conditions, with any mutually agreed to amendments, for successive five (5) year terms, provided that the Licensee is operating the Property consistently with the terms of this Agreement and the Conservation Easement, and the Town consents to such renewal. The parties agree to work in good faith to negotiate further licenses. The parties acknowledge and understand that neither party is obligated to renew.

3. LICENSE FEE: Licensee shall pay to the Town an annual fee of One (\$1.00) Dollar, which sum shall be due on or before the first day of calendar year.

4. PERMITTED USES: All actions of the Licensee shall be subject to the terms and conditions of the Conservation Easement attached hereto as Exhibit A and the Community Forest Plan attached as Exhibit C. The Town shall provide any updates or amendments to those documents to Licensee. Licensee shall operate a recreational center on the Property and use the Licensed Area for the permitted uses set forth in Section III (1) and (5)-(11) of the Conservation Easement and for those special uses as described in Section 9 below (herein collectively "Permitted Uses").

a. Licensee shall be responsible for trail improvement, brushing, grooming, and any other improvement and/or maintenance. Licensee shall be responsible for maintaining the structures used by Licensee, including improvements that are necessary to enable the Licensee to conduct its operations. All costs, labor, and equipment necessary to conduct said work shall be the sole responsibility of the Licensee.

b. Licensee may, without prior approval or consent from the Town, but subject to any requirements contained in the Conservation Easement, clear and remove trees and brush in the following circumstances:

i. that have fallen or are growing into or directly within existing trails or existing cleared areas, or which threaten to fall into or directly within existing trails;

ii. that have fallen on, or are at risk of falling on any structures on the Property; or

iii. that would pose a threat to the safety of users of the Property either because they have fallen or are at risk of falling;

Except as stated above, other trees may be removed or destroyed only as set forth in the Community Forest Plan or as otherwise approved, marked, or otherwise designated by the mutual agreement of the parties. Except as stated above, if Licensee removes or destroys trees without approval from the Town, Licensee shall pay to the Town at three times the current average stumpage value and shall be required to plant two native trees of no less than 4 feet in height for every tree which was removed.

c. New trails may be created in accordance with the Community Forest Plan or if the same has the prior written approval from the Town and the Easement Holder. All new trails must be designed and constructed to have minimal or no impact on canopy cover. Trails, look-outs and rest areas shall not be widened or expanded unless they are contained in an approved Community Forest Plan or amendment thereto.

5. MAINTENANCE: The Licensed Area shall be maintained by the Licensee in accordance with the Conservation Easement, the Community Forest Plan and this Agreement, including the following additional conditions:

- a. Licensee shall assist the Town to implement, at town's expense, a long-term plan to maintain, improve and upgrade any substandard existing stream crossings that are a part of the trail network and elsewhere on the Property as determined by the Town, to a safe and environmentally sustainable condition and, if necessary, to replace stream crossings with new stream crossings as agreed to by Licensee and the Town, including but not necessarily limited to providing the use of Licensee's equipment and available labor forces. The Town shall be primarily responsible for the initial replacement and repair of the bridges denoted as B32, B34, B37, B50, B52, B53 and B60 on attached map and Licensee shall assist Town. Once replaced and repaired, the Licensee shall maintain all trails, bridges and culverts in good repair according to paragraph 5b herein.
- b. Licensee will conduct an annual October inspection of the trail system and shall invite the Town to accompany the Licensee on said inspection. Licensee shall identify any needed repairs or improvements and add or remove trails from the trail system and submit an annual work plan (the "Annual Maintenance Plan") to the Town on or before May 1. On or before June 1 of each year, the Town shall report its findings to the Licensee concerning the Annual Maintenance Plan and deliver a copy to Licensee. Unless the Town objects to the entire Annual Maintenance Plan, all portions of the Annual Maintenance Plan, other than those identified as objectionable by the Town, shall be deemed approved, and Licensee may commence work needed to execute the Annual Maintenance Plan on all such approved portions of the plan. If the Town requests changes to the Annual Maintenance Plan, Licensee shall have until July 1 to agree to such changes. If the parties are unable to agree, then the Town and the Licensee agree to submit any issues related to compliance with the Conservation Easement for final decision by the Easement Holders and thereafter the Annual Maintenance Plan shall be incorporated into the then current Community Forest Plan. Licensee shall make all reasonable efforts to complete all identified

repairs and improvements by November 1 or such later date as permitted by weather or other physical condition for more significant improvements.

The Annual Maintenance Plan shall also incorporate maintenance activities such as: plans for ditching, drainage and erosion control on or alongside existing trails, including but not limited to installation of new culverts and bridges as set forth herein, adding water bars to existing trails, ditch creation, cleaning and maintenance, relocation of trails to avoid erosion and moisture issues, mowing and brush hogging where necessary, planting of erosion control vegetation where necessary, cutting hazardous trees alongside trails as approved by the Town, cutting and removing fallen trees along and within existing trails, cutting brush as necessary, installing new signs and replacing worn out or damaged trail signs.

The Licensee's maintenance, repair and improvement obligations under the Section 5(b) shall be limited to the Trail Network, as defined in the Conservation Easement, and for any other areas used by Licensee and its agents and/or invitees.

c. Licensee agrees to maintain those trail corridors which it chooses to incorporate into its trail system and which have been approved by the Town in the Annual Plan. All approved trails shall be depicted on an annual trail map, to be made available at Town Office and the websites of both Licensee and Town. All maintenance projects shall use the best available management techniques and practices such as those described in the International Mountain Bicycling Association 2004 publication "Trail Solutions."

d. There shall be no manipulation of natural watercourses, wetlands or other water bodies, nor shall there be activities conducted on the property which would be detrimental to water quality or which could alter natural water level or flow, except as minimally necessary to carry out the uses permitted on these lands under this Agreement and the Conservation Easement.

6. COMMUNITY FOREST PLAN and CONSERVATION EASEMENT: It is expected that the Town will, from time to time, amend the existing Community Forest Plan. The Conservation Easement requires the Community Forest Plan be reviewed and revised as necessary. Any such amendments to the Community Forest Plan shall not unreasonably impair use by Licensee of the Licensed Area for the Permitted Uses, and the recreational access, use and management of the Catamount Community Forest consistent with this Agreement. If the Town wishes to make amendments to the Community Forest Plan that impair, reduce or restrict the rights of Licensee under this Agreement, the Town and Licensee agree to meet and negotiate any such proposed revisions of and amendments to the Community Forest Plan, and to amend the terms of this Agreement prior to amending the Plan, to ensure consistency with each other. In the event Licensee is unwilling to amend the Agreement in compliance with amendments to the Community Forest Plan, the matter shall be submitted to mediation as provided for in Section 24. Licensee shall ensure that all of its activities are in compliance with the Community Forest Plan and the Conservation Easement. In the event that the Town notifies Licensee of any failure by Licensee to comply with the Conservation Easement and/or Community Forest Plan, then Licensee shall take such action as shall be requested by the Town or the Easement Holders to

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maintain or restore compliance with the Conservation Easement, except to the extent that such noncompliance was caused by the Town.

7. INFORMATIONAL SIGNS: Licensee shall be required to place one sign at the entrance of the Property which indicates that the Property is owned by the Town of Williston and is a public outdoor recreation area that was funded in part by the U.S. Forest Service through the Community Forest Program, Vermont Housing and Conservation Board, Land and Water Conservation Fund, the Open Space Institute's Community Forest Fund, the Nature Conservancy under a grant from Keurig Green Mountain, Inc., and nearly 200 foundations, businesses and individual donors and is to be managed in accordance with the Land and Water Conservation Fund Act and implementing their guidelines contained in 36 CFR 59. Licensee shall have the right to place further informational and directional signs, on the Property, as detailed in the Annual Plan and/or a Master Sign Plan, provided that all signs shall comply with all applicable state and local laws, regulations and ordinances pertaining to the location and size of such signs, and the Conservation Easement. Licensee shall educate trail users, through their website and at the trail kiosk, about personal safety and sustainable usage. Additionally, the USFS Community Forest grant has specific requirements regarding posted information on signs and promotional and other materials that states that Licensee is in compliance with Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and the Americans with Disabilities Act.

8. UTILITY EXPENSES: Licensee shall pay all charges for electricity furnished to the Property in connection with the Permitted Uses and any other uses made by Licensee.

9. USE FOR GENERAL AND SPECIAL EVENTS:

(a) On or before December 1 of each year, Licensee shall prepare and deliver to the Town a schedule of likely planned events for the following calendar year (which shall include, but not be limited to, camps, recreational activities, competitions, and other events, such as the Haunted Forest), hosted by Licensee or other organizations to which Licensee extends permission for the use of the Property for general and special events (the "Annual Events Schedule"). Licensee shall be entitled to extend such rights of use to such other organizations ("Event Holder") but Licensee shall be solely responsible to Town to assure that any such event complies with all other terms of this license, including but not limited to the Conservation Easement, Fees, Permits and Insurance requirements. On or before January 1st of each year, the Town shall review and approve, submit changes, or suggest addition of events in accordance with Section 12(c) below, to the Annual Schedule of Events. In the event the Town does not respond then the Annual Plan, provided the same is in accordance with the Community Forest Plan, shall be deemed approved. Licensee shall have until January 15th of each year to agree to such changes. After final agreement of the Annual Events Schedule, Licensee shall provide the Town with a written notification of any changes in the event schedule, and agrees to provide such written notification at least 30 days before any event that may limit public pedestrian use. For all such events, Licensee is responsible for obtaining Special Events permits as required by Town regulations.

(b) It is expected and agreed that Licensee will conduct a variety of competitive and noncompetitive events on the Property that promote health, fitness, community, personal well-being and/or appreciation of the environment, which events may include, but are not limited to cross country skiing, running, snow shoeing, biking and cyclocross. Licensee may also conduct a variety of entertainment events on the Property as provided in Section III(6) of the Conservation Easement. Licensee may also use the Property for a variety of educational and community events. Licensee may allow other organizations (Event Holder) to use the Property for any of the foregoing types of events, but Licensee shall be solely responsible to Town to assure that any such event complies with all other terms of this license, including but not limited to Fees, Permits and Insurance requirements. On an annual basis, Licensee shall prepare and deliver to the Town a list of proposed events to be conducted on the Property. Licensee's event list shall be contained in the Annual Events Schedule, updated as provided in Section 9(a) above.

10. FEES: Except for public pedestrian access to the Catamount Community Forest as described in Section 12(d), Licensee may charge members of the public annual, seasonal and daily membership fees or other reasonable special event fees for use of the Property, provided that such fees are collected only for community and public recreation, education or special events or such fees are reasonably necessary to support Licensee's management of the Property and are competitive with or less than fees charged at similarly situated sites in Vermont. The Annual Plan shall include the projected Fees for each type of event and use. Fees shall not be based on place of residency.

11. TRAIL CLOSURE: Trails are dynamic and change with the seasons and weather conditions. While during most of the season, the mineral soils that make up a good, hardened trail are fairly stable, spring is the most sensitive time, making the trails vulnerable to erosion and long term damage. While the Town has no official policy to close trails during the spring thaw (April 1 – June 1), signs should be posted at the trailhead discouraging trail usage if conditions warrant.

The town may at its discretion close trails to all or particular uses in cases of:

- Degradation of natural resources due to trail abuse or muddy conditions;
- Planned timber harvest;
- Location of a sensitive nest or den near the trail;
- Other situations of trail abuse that result in denigration of the resource.

The Town shall contact Licensee notifying them of any trail closure necessitated by any reason stated above. Although the Town will make reasonable attempts to allow a two week notice period for trail closures, such notice may be waived under certain conditions. Trail closure notifications shall be placed at trailheads and, in the case where only certain trails are closed, appropriate trail intersections, with the reason for the closure and a projected date the trail will be reopened if known. In the case of trail closures due to abuse, The Town and the representative of the user group (Licensee or other) determined to be causing the problem shall enter into negotiations to remedy the abuse before the trail is reopened to that use.

12. TOWN RESERVED RIGHTS: Notwithstanding anything in this Agreement to the contrary, Town reserves the following rights with respect to the property:

a. The Town reserves the right to engage in forest management practices on the Licensed Area, including but not limited to logging and other forest management activities, provided that all such logging or forest management activities shall be conducted in a manner that minimizes impact on any use of the Property by Licensee, including any adverse impacts on trails that are subject to this License. Before undertaking any such activities on the Property, the Town shall provide Licensee with written notice of its intended activities at least 120 days in advance of undertaking such activities in order for the Town and the Licensee to reach agreement on the least disruptive manner in which such activities are to be undertaken, and to facilitate Licensee's ability to disclose to its users that such trails will be adversely impacted by such activities. Licensee acknowledges that it may be necessary to alter or relocate trails, to insure user safety while such work is being performed. To the extent that any relocated trail is outside of the Licensed Area, it shall be subject to the Town's approval, which shall not be unreasonably withheld. The Town agrees to coordinate the performance of all such work with Licensee to ensure the least reasonable amount of disruption to existing trails while such work is being performed. The Town covenants and agrees that all reasonable actions will be taken to cause the least amount of disruption to existing trails while such work is being performed, and that any damage to the Licensed Area caused by such work shall be restored at the Town's expense following completion of such work as soon as reasonably practical thereafter.

b. To the extent reasonably necessary for the Town to complete required maintenance, the Town shall have the right to access the Licensed Area by snowmobiles, construction vehicles, and other maintenance vehicles for management, maintenance and emergency purposes consistent with the Conservation Easement and the rules and regulations that apply on town lands. The Town covenants and agrees that all reasonable actions will be taken to cause the least amount of disruption to existing trails while such work is being performed, and that any damage to the Licensed Area caused by such work shall be promptly restored at the Town's expense following completion of such work as soon as reasonably practical thereafter.

c. As part of the Annual plan, Licensee shall provide the Town with a list of dates reserved for events hosted by the Town, and the Town shall have the right to hold special events on the Licensed Area and to allow others to hold special events on the Licensed Area on such dates under the following conditions:

(i) After Licensee has delivered to the Town its Annual Events Schedule for the coming year, the Town may suggest additional events to the Annual Events Schedule. Additional events may be added to the Annual Events Schedule to the extent that such events do not materially interfere with or otherwise adversely impact activities and events being conducted by Licensee on the Property and shall not create any additional liability exposure for Licensee; provided that, for all such events, the Town shall be responsible for the production, insurance, legal compliance and compliance with this Agreement and all other requirements that apply to Licensee for the events that it hosts under Section 9.

If, after the Annual Events Schedule is finalized, Town will provide a minimum of thirty (30) days' notice to Licensee of any proposed special events and will coordinate event dates with Licensee to avoid impacting any scheduled events or camps organized by Licensee. Any such additional events shall be subject to approval by Licensee, which approval shall not be unreasonably withheld.

(ii) The Town shall cause the Event Holder (Town or other entity) to provide its own liability insurance in the minimum amounts set forth in the Annual Plan for said event, naming the Town and Licensee as additional insureds on the liability coverage; and the Town agrees that, as a condition to allowing any organization to conduct an event on the Property, such organization shall provide proof of insurance, names and contact information of the event organizers, and, if required by Licensee, an agreement between such organization and the Licensee regarding details of the use of the Property, including, without limitation, the event date, start and finish times, invitees of such organization, parking, fees, insurance, indemnity (similar to Section 14 of this Agreement), and any reasonable restrictions required by Licensee. Any Event Holder and all invitees of any Event Holder shall abide by rules established by Licensee and the Town for the conduct of activities on the Property, and Licensee and the Town shall be entitled to enforce such rules.

(iii) Within 2 days of event (or within such shorter time as is necessary to allow Licensee to conduct activities and events already on the Annual Events Schedule), Licensed Area will be returned to substantially similar prior condition by Event Holder, satisfactory to Licensee; and

(iv) If an event may negatively impact Licensee's use of the Licensed Area, (which determination shall be made by Licensee in its reasonable discretion), or uses of any infrastructure or equipment maintained by Licensee, including buildings, restroom facilities, parking lot or trails, Licensee may charge a reasonable fee to Event Holder.

Licensee shall cooperate in notifying its members and trail users if and when the Town or another entity holds a special event on the Property.

d. The Town and the Licensee shall permit public pedestrian access, which is defined to mean walking/hiking/running (dispersed throughout property or on trails) except when conditions exist for snow groomed activities where users must utilize snowshoes to protect the surface of the trails for other user groups. Snowshoeing then also falls under pedestrian access. Additionally, pedestrian access includes sledding in designated areas. All pedestrian access shall remain free of charge unless there is an organized event for which the user is getting additional service from the organization (including but not limited to races, guided tours, clinics and camps). Pedestrian access does not include backcountry or cross-country skiing. All users of the Property for pedestrian access shall abide by rules established by Licensee, and Licensee shall be entitled to enforce such rules.

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13. INSURANCE: Licensee shall maintain general liability insurance reasonably acceptable to the Town, and shall make the Town an additional insured and loss payee on such policies. The amount and types of coverage shall be reviewed by Licensee and the Town on an annual basis, as part of the Annual Plan.

14. LIABILITY: The Licensee shall defend, hold harmless and indemnify the Town and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Licensee or of any agent or invitee of the Licensee. The Town shall notify the Licensee in the event of any such claims or suit, and the Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. Such indemnity shall include all costs incurred by Town, including reasonable attorney's fees.

The Licensee shall indemnify the Town and its officers and employees in the event the Town, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Licensee.

15. ASSIGNMENT: This License is issued to the Licensee herein named, and is not assignable without the Town's prior written consent.

16. PERMITS, RULES, AND REGULATIONS: The Licensee shall obtain and maintain, at its own expense, all permits and/or additional licenses for the Permitted Uses hereunder and the Licensee shall not violate the terms or conditions of any of those permits or licenses. Without limiting the foregoing, if any federal, state or local permits are necessary for the Licensee's exercise of the Permitted Uses, such permits shall be obtained by the Licensee at its sole expense, but the Town shall act as a co-applicant if necessary to satisfy the requirements of permitted authorities, and as a co-appellant if any appeals are taken by the Licensee; provided that, any such proceedings shall be prosecuted at the Licensee's sole expense.

17. SUITABILITY OF LICENSED AREA: Acceptance of this License by Licensee shall be prima facie evidence that Licensee accepts the suitability of the Licensed Area for the Permitted Uses, and the use thereof by Licensee shall attest such suitability.

18. IMPROVEMENTS AND STRUCTURES: No buildings or structures shall be erected upon the premises, other than those specifically authorized and which are permitted under the Conservation Easement. Licensee shall have use of the sheep barn to store trail management equipment and the small hut for ticket sales and equipment rental. Licensee shall not, without the Town's prior written consent, construct any improvements, additions or replacements to the Property, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event that, with the Town's prior consent, Licensee makes any capital alterations, changes, replacements and additions in or to the Property, such improvements or additions shall be in compliance with the Conservation Easement and all applicable building codes and ordinances and all applicable federal, state and local permit and approval requirements and shall be built according to sound engineering practices. Licensee shall be solely responsible for obtaining any and all permits or approvals required. Any improvements constructed under the terms of this Agreement on the Property will be the property of the Town, provided that, at the time of the Town's consent to construction of material improvements or structures, the Town and Licensee

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shall agree that either: (a) the Town shall compensate Licensee for any capital improvements made by Licensee to the Property upon termination of this Agreement, based on then depreciated book value thereof, or (b) other mutually acceptable cost-sharing arrangements are made. If the improvement or structure is required by the Town to be removed at the end of the term of this Agreement, Licensee shall, within sixty (60) days of the termination date, remove the structure and return the land to the condition which existed prior to the erection of such structures. Licensee, at its sole expense, shall be responsible for maintaining and/or repairing existing and future structures in the Licensed Area, but the Town will apply for and/or support Licensee's application for public and private grants that could be used to cover the costs of maintenance and repair.

19. PARKING LOT: The Town shall maintain the parking area in a serviceable condition, however, the Licensee shall provide plowing for snow. The parking area as shown on Exhibit B may only be enlarged with written permission of Town and Easement Holders, consistent with the Community Forest Plan and the Conservation Easement.

20. LIGHTING: Licensee shall be responsible for electric costs associated with the lighting of the trail network and the parking lot.

21. HERBICIDES: Licensee shall not use herbicides, other pesticides, growth inhibitors, or other toxic chemicals on the Property without the prior written consent of the Town.

22. VEGETATION: No trees or other vegetation may be removed from the site without prior approval from the Town, except in accordance with Section 4 above and pursuant to the Annual Plan.

23. TERMINATION: Either party shall have the right to terminate this License at any time if the other party fails to comply with the conditions and requirements herein, including a violation of the Conservation Easement. Following a breach of this Agreement, written notice of the breach shall be sent by the non-breaching party to the breaching party, and the breaching party shall have thirty (30) days from the date of such notice to cure such breach; provided, however, that if the breaching party commences good faith efforts to cure the alleged non-compliance and such non-compliance cannot be cured within such thirty (30) day period, then, if the breaching party is diligently working to cure the breach, such party shall have such additional reasonable period of time as may be mutually agreed by the parties to cure same.

24. DISPUTE RESOLUTION: During the initial term of this agreement, when a dispute arises between the parties concerning the Property or the terms of this License which they cannot resolve by informal means, the parties shall seek to resolve the dispute through mediation. In the event mediation is unsuccessful in resolving the dispute, then the parties hereto may pursue any other legal or equitable remedies. In subsequent renewals of this agreement, in the event mediation is unsuccessful in resolving the dispute, then the Town shall have final decision-making authority and the Licensee's sole remedy shall be to terminate this agreement.

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25. 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.

26. NOTICES: Any notices required or permitted by this License Agreement shall be in writing, and shall be delivered via certified mail addressed as follows:

If to Town:

Richard McGuire, Town Manager
Town of Williston
7900 Williston Rd.
Williston, VT 05495

If to Licensee:

Catamount Outdoor Family Center, Inc.
594 Governor Chittenden Road
Williston, Vermont 05495
Attn: President of Board of Directors
and Operations Manager

with a copy to:

Downs Rachlin Martin PLLC
199 Main Street, 6th Floor
PO Box 190
Burlington, Vermont 05402
Attn: Thomas H. Moody, Esq.

or to such other address and to the attention of such other person as designated by a party by the aforesaid method.

27. SEVERANCE: In the event any term, sentence or provision of this Agreement is declared illegal, invalid or unenforceable or contrary to law, it shall not affect any other part.

28. CAPTIONS. The Section headings in this Agreement are used in this Agreement only for convenience and shall not be used to limit or affect any provisions of this Agreement.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, with the intention that such electronic signature and delivery shall have the same legal effect as an original signature and actual delivery.

30. WAIVER. No delay, forbearance or neglect in the enforcement of any of the conditions

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of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

31. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intent and purpose of this Agreement.

Signature Pages to Follow

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IN PRESENCE OF:

[Signature]
Witness

Town of Williston

By: *[Signature]*
Town Manager

STATE OF VERMONT
CHITTENDEN COUNTY

At Williston, in said county, this 18 day of March A.D., 2019, personally appeared Richard McGuire, and acknowledged the foregoing instrument by him subscribed to be his free act and deed and the free act and deed of the Town of Williston.

Before me,

[Signature]
Notary Public
Commission Expires: 1/31/21

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Sarah Mason

Witness

By:

Hans Buehler

President

Catamount Outdoor Family Center, Inc.

STATE OF VERMONT
CHITTENDEN COUNTY

At Williston, in said county, this 19 day of March A.D. 2019, personally appeared Hans Buehler, duly authorized agent of Catamount Outdoor Family Center, Inc., and he acknowledged the foregoing instrument by her signed, to be her free act and deed and the free act and deed of Catamount Outdoor Family Center, Inc.

Before me,

Sarah Mason

Notary Public

Commission Expires 01-31-2021

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