

LICENSE AGREEMENT
between
KAYLA AND CAMERON SCHAEFER
and the
STATE OF VERMONT DEPARTMENT OF FISH AND WILDLIFE

This License is made and entered into this 1st day of August 2020, by and between Kayla and Cameron Schaefer of the Town of Cornwall in the County of Addison and State of Vermont, hereinafter called Licensor, and the State of Vermont, through its Fish and Wildlife Department, an agency of a sovereign State with its Capital located in the City of Montpelier, hereinafter called Licensee.

The purpose of the License is to allow members of the public to use the licensed premises for the purpose of gaining access to the Lemon Fair WMA to participate in wildlife-based recreation and to enter and leave said premises and to drive through and to park in order to accomplish such activities.

It is mutually agreed by and between the parties, in consideration of and under, the terms and conditions set forth in this License Agreement, that the Licensor does hereby authorize and license the Licensee to use the following described premises:

A parcel of land situated along West Street in Cornwall, Vermont: consisting of approximately .05 acres with an access from West Street. The parcel has not been surveyed but has been mapped and is shown in Exhibit 1.

The terms, conditions, and covenants agreed to are:

1. **TERM:** The Term of the license shall be five (5) years, the date(s) of execution notwithstanding, commencing August 1, 2020, and continuing through August 1, 2025. The License Agreement shall automatically renew for the same terms unless either party gives written notice otherwise within 30 days of the date of expiration.
2. **FEE:** The Licensee shall pay the Licensor as rental for said premises, a lump sum of \$755.00 payable on or before August 31, 2020. Note that \$5.00 is for the license fee and \$750.00 is to cover Licensor's legal fees for review of the License Agreement. Unless otherwise agreed by the parties, it is agreed that \$5.00 will be the automatic renewal fee.
3. **CONDITIONS:** The license shall be subject to the following terms and conditions:
 - a. The premises are to be used by the Licensee to provide public access to the Lemon Fair Wildlife Management Area (WMA). The premises shall be open to the public to park vehicles and to view wildlife from the premises, and to Licensee to monitor public access and manage the premises.

- b. During the term of this license, Licensee shall keep the licensed premises free from solid waste and debris. Upon notice to Licensee by the Licensor that the licensed premises are not free from solid waste and debris, the Licensee shall remove all solid waste and debris and clean the premises within 48 hours. If the Licensee fails to comply with this condition, Licensor may, after the 48 hours prior notice to Licensee, remove the solid waste and debris, clean the leased premises and receive reimbursement from the Licensee for the actual costs and expenses of removing the solid waste and debris.
 - e. During the term of this License Agreement, Licensee shall maintain the parking area and driveways contained within the licensed premises in a properly graded and graveled condition. Licensee will install materials to delineate the parking area. Said materials will be agreed upon by the Licensor and Licensee. If the Licensee fails to comply with this condition, Licensor may give the Licensee 30 days notice of intent to grade and restore the licensed premises with the application of new gravel. If the Licensee fails to correct the deficiency after receiving notice from the Licensor, then the Licensor may proceed with the work and receive reimbursement from the Licensor for its actual costs and expenses in accomplishing said action.
 - f. Licensee or Licensor may terminate this License Agreement based on a violation of the terms and conditions of this License Agreement by the other party. It is further agreed between the parties that the Licensee and Licensor shall have the right to terminate this License Agreement or decline to renew the license by giving the other party at least thirty (30) days' prior written notice of intention to terminate.
 - g. Licensee is an agency of the sovereign State of Vermont and is self-insured. The Licensee will act in an independent capacity and not as officers or employees of the Licensor. Liability coverage for the use of the premises under this License Agreement shall be pursuant to 12 V.S.A. § 5601 as now constituted or hereafter amended.
 - h. ASSIGNMENT: This license is issued to the Licensee herein named, and is not assignable without prior written permission of the Licensor.
4. PERMITS, RULES, AND REGULATIONS: The Licensee shall obtain and maintain, at its 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.
5. BUILDINGS AND STRUCTURES: No buildings or structures shall be erected upon the premises, other than those specifically authorized. Licensee may install and maintain a kiosk within the area to provide information and instruction to the public.
6. VEGETATION AND MAINTENANCE: No trees may be removed from the premises without prior approval from the Licensor except documented hazard trees. Licensee or assigned contractor shall mow the premises periodically to ensure that no trees or shrubs are established in the parking and viewing areas. Licensee agrees to a one-time payment for materials including 3

sapling shade trees and PVC fencing for the upgrade to the parking area. Licensor agrees to conduct the labor for this upgrade. Labor fees will be paid by the licensee as long as the cumulative annual fees for maintenance, including mowing, are under the fiscal year budget of \$1000. Any future anticipated expenses beyond the annual budget of \$1000 will be discussed and negotiated between the licensee and licensor prior to May 15 of each year, or in time for budget planning associated with the new fiscal year which falls on July 1.

LICENSOR

Date 10/27/2020



Kayla Schaefer

Date 10/27/2020



Cameron Schaefer

LICENSEE

Date 11/3/2020



Louis Porter, Commissioner
STATE OF VERMONT
DEPARTMENT OF FISH AND WILDLIFE