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TOWN CLERK'S OFFICE
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OF ROCKINGHAM LAND RECORDS
DOREEN ALDRICH
TOWN CLERK

RECREATION AREA LICENSE AGREEMENT

This agreement is made by and between the Village of Saxtons River, an incorporated village within the Town of Rockingham, State of Vermont, (hereinafter called Owner) acting through its Board of Trustees and the Town of Rockingham, a municipal government of Rockingham, Vermont (herein after called Licensee), acting through its Selectboard.

Whereas, the Owner owns land and buildings in the Town of Rockingham, Vermont (the "Property") being all and the same land and premises as conveyed to Owner on June 14, 2011 and recorded in Book 330, Page 55 of the Rockingham Land Records, and located at 75 Pleasant Valley Road, Rockingham including all contiguous land thereto, being a parcel of real property of approximately 10.02 acres with improvements thereon; and

Whereas, Licensee desires to use a portion of the Property for a children's summer camp and storage of snow; and

Whereas, the Owner and Licensee desire to make an agreement in writing concerning such use;

Now, therefore it is agreed as follows:

1. In consideration of the Licensee providing daily lifeguard coverage and associated equipment at the Property during the summer swimming season and the sum of Two Thousand Dollars ($2,000.00) per year and other good and valuable consideration paid by the Licensee to the Owner, the Two Thousand Dollars ($2,000.00) to be paid as follows: One Thousand Dollars ($1,000.00) payable on or before the first day of July and One Thousand Dollars ($1,000.00) payable on or before the first day of August, the Licensee subject to the terms hereof, may use the property for a children's summer camp and snow storage.

2. Licensee shall have regulatory control over the pond, beach, bathhouse, playground, and parking area while the lifeguards provided by Licensee are on duty.

3. Owner shall provide all existing utilities which includes electric, telephone, trash removal and septic.

4. Snow storage on the property by Licensee shall be at a location mutually agreed upon by both Owner and Licensee. Licensee shall clean up and restore the condition of the site, including any resulting contamination, debris, and erosion, after the snow has melted and the gravel surface has dried out. The Licensee shall re-grade the site if necessary. This restoration obligation shall remain in effect regardless of whether either party has terminated this license.

5. At all times during the term of this license, Owner and Licensee shall, both at their own expense, maintain general liability insurance coverage, providing for limitations consistent with coverage on similar properties. Owner and Licensee further agree to hold harmless each other from all claims, liability, loss, damage or expense resulting from their use of the property, including, without, limitation, the actions or inactions of their representatives, agents or employees, to the extent not covered by insurance.

6. This license may be terminated by Owner or Licensee, at any time upon 60 days notice in writing to the other party. The recording in the Rockingham land records of a copy of a notice of termination signed by the terminating party's authorized agent without any evidence of acceptance, acknowledgment or other action on the part of the other, shall be sufficient to terminate all rights granted hereunder, effective sixty (60) days from the date of filing of such notice, and thereafter, Licensee shall have no claim or right in or to any of the privileges granted pursuant to this license.

OWNER:

VILLAGE OF SAXTONS RIVER

6/14/11
Date

By Louise T. Luring
Duly authorized agent

LICENSEE:

TOWN OF ROCKINGHAM, VERMONT

6/22/11
Date

By
Municipal Manager