

**AMENDMENT NO. 6 TO
OCTOBER 2, 2006 LEASE AGREEMENT
BETWEEN
STATE OF VERMONT, AGENCY OF TRANSPORTATION
AND
VERMONT ASSOCIATION OF SNOW TRAVELERS, INC.**

THIS AMENDMENT, entered into as of this ____ day of _____, 2017, by and between the STATE OF VERMONT, a sovereign state, acting by and through its Agency of Transportation, with its principal offices at National Life Building, One National Life Drive, Montpelier, VT 05633-5001 (“STATE”), and the Vermont Association of Snow Travelers, Inc., a Vermont non-profit corporation with its principal office at 26 VAST Lane, Barre Vermont 05641-5366 (“VAST,” “USER,” or “Party”).

W I T N E S S E T H :

WHEREAS, on or about October 2, 2006 the STATE and VAST entered into Lease Agreement (“Lease”), under which VAST is responsible for managing the Lamoille Valley Rail Trail (LVRT); and

WHEREAS, on or about March 30, 2017 VAST exercised its option to renew the Lease for a first renewal term extending from March 1, 2017 through February 28, 2027; and

WHEREAS, in connection with settlement of a case before the United States Surface Transportation Board (STB) captioned *Vermont Ass’n of Snow Travelers, Inc.—Petition for Declaratory Order*, Docket No. AB-444 (Sub-No. 2X) (STB, filed Apr. 6, 2017), the STATE and VAST wish to further amend the Lease;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The STATE shall have access to the property, at reasonable times, for ascertaining compliance with Vermont environmental and health statutes and regulations and with this Amendment;
2. Except as amended herein and in the in the Settlement Agreement between VAST and the STATE of even date herewith, the LVRT shall be completed, operated and maintained in accordance with: (a) *Vermont Natural Resources Board, District Environmental Commission #7, Findings of Fact and Conclusions of Law #7C1321*, including but not limited to findings concerning noise, mitigation and potential trail reroutes (See, e.g. Exhibit A at 54-55); (b) the plans and exhibits on file with the Commission; and (c) the conditions of this Amendment. Any deviation from said plans on file shall be disclosed to the STATE.

3. The STATE may periodically require VAST to file an affidavit certifying that the project is being completed, operated and maintained in accordance with this addendum.

4. VAST shall develop and implement a plan to monitor the overall effectiveness of its policing and enforcement systems, including snowmobile traffic volume (usage) and complaints, and shall submit the monitoring results to the STATE one year from completion of construction of each Phase of the Trail, and any time thereafter upon 30 days written request from the STATE.

5. Snowmobile operation shall occur only between 6:00 AM to 11:00 PM daily, and seasonally between December 16 and April 15 inclusive. These hours and dates may be exceeded only by amendment to this lease or to meet temporary emergency needs.

6. Usage of All Terrain Vehicles (ATVs) on the Trail (except at limited STATE-approved crossing locations, or as needed to provide reasonable accommodation under the Americans with Disabilities Act (ADA), or as needed to respond to emergency transportation needs) is strictly prohibited.

7. VAST shall maintain varying width undisturbed, naturally vegetated buffer zones, measured from top of bank, along the watercourses on the project site, as detailed in its application for **LUP #7C1321**, in which no cutting, clearing, mowing, vehicle operation or other disturbance is allowed except the limited select cutting of small trees as detailed in **LUP #7C1321**. In addition, VAST may engage in limited tree cutting to open view windows onto the river, provided it can be done without compromising the balance of the vegetative buffer. VAST may also plant appropriate screening along sections of the Trail that abut major highways.

8. All site work and construction shall be completed in accordance with the plans as outlined in **LUP #7C1321**.

9. Except as expressly set forth above, the Lease as amended by previous amendments, remains in full force and effect.

[Signature blocks appear on following pages.]

IN WITNESS WHEREOF, the **STATE OF VERMONT** has caused this instrument to be subscribed, this ____ day of August, 2017, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("STATE")

By: _____
Joe Flynn, Its Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this ____ day of _____, 2017, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his free act and deed and the free act and deed of the **STATE OF VERMONT**.

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:

DATED: _____

ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the **VERMONT ASSOCIATION OF SNOW TRAVELERS, INC.** has caused this instrument to be subscribed, this ____ day of _____, 2017, by Cindy Locke, its Executive Director and duly authorized agent.

VERMONT ASSOCIATION OF SNOW TRAVELERS, INC.
(“VAST” or “USER”)

By: _____
Cindy Locke, Its Executive Director and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At _____, this ____ day of August, 2017, personally appeared Cindy Locke and acknowledged the foregoing instrument, by her as Executive Director of the **VERMONT ASSOCIATION OF SNOW TRAVELERS, INC.** subscribed, to be her free act and deed and the free act and deed of the **VERMONT ASSOCIATION OF SNOW TRAVELERS, INC.**

Before me,

Notary Public
(My commission expires Feb. 10, 2019)