

**LICENSE AGREEMENT
MOUNTAINS TO THE SEA TRAIL
TNC'S RICHLAND BALSAM PRESERVE**

This License Agreement between The Nature Conservancy, a nonprofit corporation organized and existing under the laws of the District of Columbia, having a North Carolina office at One University Place, 4705 University Drive, Durham, NC 27707, hereinafter referred to as "Conservancy," and Carolina Mountain Club, a North Carolina nonprofit corporation with an address of P.O. Box 68 Asheville, NC 28802, hereinafter referred to as "Licensee."

The provisions of this License Agreement are as follows:

**SECTION ONE
GRANT OF PERMISSION**

In consideration of Licensee's promises herein, Conservancy hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter on the land of Conservancy described below, for the purpose of constructing and maintaining a section of the "Mountains to the Sea" pedestrian hiking trail (plus access trail) for use by the general public over and across Conservancy's land, on the terms and conditions herein set forth which Licensee agrees to comply and abide with. The permission given in this License Agreement is personal to Licensee, and is for the use of Licensee and members of the general public who maintain and use the trails.

**SECTION TWO
DESCRIPTION OF PROPERTY**

The property of Conservancy that Licensee is hereby permitted to enter is shown on Exhibit A attached (the "Property").

**SECTION THREE
USE OF PROPERTY**

Licensee may construct and maintain a section of the Mountains to the Sea Trail and access trail on the Property in the approximate locations shown on Exhibit A. Any relocation of the route of the trail on the Property must receive the prior written approval of Conservancy. Use of the trails shall be limited to pedestrian travel; horses and mountain bikes shall not be allowed. No additional trails may be constructed or maintained without the written approval of Conservancy. No camping or overnight stays shall be allowed on the Property. Licensee shall erect signs along the trails on the Property to indicate that horses, mountain bikes and camping are not allowed. Any use by Licensee of a professional contractor to perform trail construction or maintenance work on the Property must receive the prior written approval of Conservancy. Licensee shall be in communication (written or verbally) with the Conservancy's Mountains Stewardship Program Manager at least annually to discuss ongoing trail maintenance and any outstanding trail issues.

**SECTION FOUR
TERM**

This License Agreement shall be deemed to become effective on May 11, 2009. It shall expire, unless sooner terminated as set forth herein, on December 31, 2018. It may be renewed for additional terms of any length by Conservancy as evidenced in a writing which shall be attached to this License Agreement. This License Agreement shall be executed in duplicate and each party shall maintain an original.

**SECTION FIVE
NO BUILDINGS OR STRUCTURES**

Licensee shall not erect any temporary or permanent buildings or other structures on the Property, except that Licensee may construct steps, water bars, bridges, signs or

other treadway improvements designed to ensure the safety of hikers, provide information and to prevent soil erosion.

**SECTION SIX
PROTECTION OF FLORA AND FAUNA**

Licensee shall not cut, mutilate or injure any growing trees, plants, or other flora on the Property, except as necessary to construct and maintain the trails. At the request of Conservancy, Licensee shall reroute the trail away from any sensitive ecological areas or species of concern. There shall be no disturbance of wildlife on the Property.

**SECTION SEVEN
CONSIDERATION**

This permission is given to Licensee as an accommodation to Licensee without monetary consideration. Licensee hereby acknowledges the title of Conservancy to the Property and agrees never to assail, resist, or deny such title. In consideration of the use of the Property, Licensee agrees to refrain from disturbance of the Property except as specifically allowed herein, to avoid any dumping or pollution, to regularly pick up trash left by trail users and to comply with land management procedures made from time to time at the discretion of Conservancy for the protection of the natural resources of the Property.

**SECTION EIGHT
PERMISSION NOT EXCLUSIVE**

This permission is not exclusive to Licensee. Conservancy retains primary use and control over the management of the Property and Conservancy can and will make the Property available for the use of its employees, agents, guests and invitees.

**SECTION NINE
RISK, INDEMNIFICATION**

Licensee shall exercise its privileges hereunder at its own risk. Licensee shall indemnify Conservancy against all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with the use of the Property by Licensee. Conservancy shall not be liable to Licensee if for any reason whatsoever Licensee's use of the Property shall be hindered or disturbed by a third party.

**SECTION TEN
INSURANCE**

If at any time during the term of this License Agreement, Licensee shall begin the practice of maintaining general liability coverage for its trail construction and maintenance activities, Conservancy shall be named as an additional insured under such policy. In the event Licensee employs a contractor to perform trail construction and maintenance activities on the Property, the contractor shall be required to carry general liability coverage with a general aggregate limit of liability of not less than One Million Dollars (\$1,000,000). The policy shall name Conservancy as an additional insured party.

**SECTION ELEVEN
PRIVILEGE NOT ASSIGNABLE**

Licensee's privileges hereunder shall not be assignable by Licensee in whole or in part.

**SECTION TWELVE
TERMINATION**

Licensee shall have the right to terminate this License Agreement without cause. Conservancy shall have the right to terminate this License Agreement by giving

Licensee at least one hundred and eighty days (180) days written notice of such termination, except that Conservancy may, at its election, terminate the permission forthwith if Licensee shall fail to comply with or abide by each and all of the provisions hereof or keep all and singular Licensee's promises herein. In the event Licensee's use of the Property is interfering with Conservancy's use and preservation of the Property then Conservancy may limit activities on the Property as an alternative to terminating Licensee's permission to use the Property. Waiver by Conservancy of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same of any other term or provision thereof.

SECTION THIRTEEN MODIFICATION

This License Agreement may be modified or amended only with the written consent of the parties.

SECTION FOURTEEN NOTICE

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given by this License Agreement shall be in writing, signed by the notifying party, or an officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including, but not limited to, delivery by messenger, overnight courier service, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Conservancy:

at the address set forth above with copies to:

Southern Resource Office Legal Dept.
The Nature Conservancy
6114 Fayetteville Rd., Suite 109
Durham, NC 27713

Mountains District Stewardship Program Manager
The Nature Conservancy, Mountains Office
1316 Patton Avenue, Suite A
Asheville, NC 28806

To Licensee:
at the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this License Agreement on
the dates indicated below.

THE NATURE CONSERVANCY
By: Kathleen D. Skirvett
Its: vice President
Date: May 18, 2009

LICENSEE:

CAROLINA MOUNTAIN CLUB
By: Becky Amucker
Its: President
Date: 5-12-09

Exhibit A

