



EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT we, _____, (“Grantors”) husband and wife of the Town of _____, in the County of _____ and State of Vermont, in consideration of ONE AND MORE DOLLARS paid to our full satisfaction by **VERMONT SNOW TRAILS CONSERVANCY/CHARITABLE TRUST** (“Grantee) with a place of business in the Town of Berlin, in the County of Washington and State of Vermont, and an address of 26 VAST Lane, Barre, Vermont 05641, by these presents do hereby **GIVE, GRANT, SELL, CONVEY, AND CONFIRM** unto the said Grantee and its successors and assigns an easement located on certain land and premises located in the Town of _____, County of _____ and State of Vermont (the “Easement”).

The Easement is more particularly described as follows, viz:

The Easement is permanent right-of-way easement, approximately _____ feet in length and _____ feet in width, and is located on the land and premises which were conveyed to _____ by _____ dated _____ and recorded in Book _____, Page _____ of the Town of _____ Land Records and are described in said deed as follows:

“ _____ ”

Reference is made to the above deeds and their records, and to all prior deeds and instruments and their records, for a more particular description of the herein conveyed Easement and the land and premises upon which it is located.

The approximate location of the Easement is depicted on the map annexed hereto as Schedule A and incorporated herein by reference, and as shown on a survey plat dated the _____ day of _____ 20____, and as recorded in the Land Records for the Town/City of _____ in Book _____, at Page _____.

PERMITTED USES.

1. Grantee shall have the right, at Grantee's expense, to construct, manage, mark, use, repair, restore and maintain a snowmobile trail (the "Trail") within the bounds of the Easement (the "Easement Area").
2. The Trail shall be available for use by the public for snowmobiling and such use shall be limited exclusively to the snowmobiling season and the Trail shall not be used during the Closed Season as defined by 23 V.S.A. § 3201(12). The Snowmobiling Season shall mean all times other than the Closed Season.
3. Public use of the Easement Area shall be strictly limited to the Trail.
4. The Trail shall become part of the Vermont Association of Snow Travelers Trails System.
5. Motorized recreational use of the Trail, exclusive of snowmobiles, shall not be permitted at any time other as expressly set forth herein.
6. No camping or fires are permitted within the Easement Area.
7. The surface of the Trail shall be maintained in a natural condition.
8. Grantee may use fill material where needed within the Easement Area to level the Trail.
9. Grantee may erect trail markers as reasonably necessary within the Easement Area.
10. Grantee may groom the Trail with motorized trail grooming equipment between December 1 and April 30.
11. In addition to seasonal trail grooming, Grantee shall be entitled to conduct routine maintenance of the Trail each year after April 30 and before December 1.
12. Grantee shall also have the right to engage in non-routine construction or repair of the Trail, including the use of heavy equipment, provided:
 - a) Grantee shall provide Grantor with not less than seven (7) days' advanced written notice of any planned routine or non-routine maintenance, reconstruction, or repair of the Trail;
 - b) Grantee shall make a reasonable effort to schedule any such reconstruction, maintenance or repair on a date(s), at times and in a manner which does not unreasonably interfere with Grantors' quiet enjoyment and use of the burdened property.

13. The Grantee shall have the right, at Grantee's sole expense, to erect a bridge(s) as may be necessary to cross certain areas within the Easement, provided that the Grantee shall secure the prior written approval of the Grantor regarding the location of said bridge, and said approval shall not be unreasonably withheld.

14. The precise location of the Trail shall be fixed on the ground by mutual consent of the parties, and marked by blazing or signage maintained within the Easement. The location of the Trail may be altered from time to time by mutual consent of the parties. The location of the Trail within the Easement shall be determined by Grantor and Grantee by taking into consideration the following goals:

- a) The Grantors' use and quiet enjoyment of their property;
- b) The Grantee's objective of creating a public snowmobile trail, without incurring undue expense, which connects to the Vermont Statewide Snowmobile Trail System (VSSTS) located on lands adjoining Grantors' property.

15. Once the Trail has been located on the ground by the parties, marked or blazed, and constructed, Grantee shall not cut or remove any additional vegetation, excepting that Grantee may clear brush as required to maintain the Trail and may remove dead, dying or diseased vegetation which poses a safety risk to Trail users.

16. Grantee shall be solely responsible for managing the public's use of the Trail and shall take reasonable steps to assure the public's compliance with this instrument.

17. Grantee shall not construct any structures within the Easement Area.

USE OF EASEMENT BY GRANTOR.

1. Grantor, their invitees and licensees may use, cross and re-cross the Easement, and Grantor may construct, maintain, repair, install and replace agricultural, forestry and residential drives and associated utilities under and across the Easement. Grantor shall not obstruct the Easement from December 1 through April 30 in a manner in which impedes use of the Trail.

2. Grantor shall not make any use of the Easement, and no activity thereon shall be permitted within the Easement which, in the reasonable opinion of the Grantee, impedes or conflicts with public access to the Trail for recreational snowmobile use during the Snowmobiling Season or which impedes or restricts Grantee's year round right to maintain and repair the Trail.

GENERAL TERMS

Grantee is 501(c)(3) organization and a qualified organization under Section 170(h)(3) of the Internal Revenue Code.

This easement is conveyed for the use of Vermont Snow Trails Conservancy/Charitable Trust and will be made available to the Vermont Association of Snow Travelers, Inc. and its members and is intended to be included as part of the Statewide Snowmobile Trail System, a part of the Vermont Trails System, pursuant to 10 V.S.A. § 443, and benefitted by the immunities extended to public and private landowners by the provisions of 10 V.S.A. § 448.

Grantor conveys the Easement to Grantee for conservation purposes and public use. The grant of this Easement will serve the conservation purpose of outdoor recreation.

Grantor intends that the conservation purpose of Easement be preserved and maintained and Grantor conveys to Grantee the right to preserve the Easement's conservation purpose in perpetuity.

All terms and conditions of this instrument shall be binding upon and benefit, as appropriate, the Grantors, Grantee and their respective heirs, successors and assigns.

In the event the Easement conveyed herein is extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any condemnation award or other proceeds that pertain specifically to the extinguishment of its rights and interests under this instrument, and to have the Easement relocated on lands retained by the Grantor if possible.

Grantee shall have the right to assign this easement to another qualified organization within Grantee's sole discretion.

Invalidation of any provision hereof shall not affect any other provision of this instrument.

TO HAVE AND TO HOLD said Easement, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their own use forever, and the said Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensembling of these presents, we are the sole owners of the property upon which the Easement is located, and have good right and title to convey the same, that they are **FREE FROM EVERY ENCUMBRANCE**, except as set forth above; and we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed on the ____ day of _____, 20__.

_____, Grantor

_____, Grantor

STATE OF VERMONT)
_____ COUNTY, SS)

At the [Town/City] of _____ in said County and State, on this _____ day of _____, 2015, personally appeared _____, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the persons whose names are signed on the preceding document, and they each acknowledged to me that they signed such document voluntarily and as their free act and deed for its stated purpose.

Before me, _____
Notary Public

My commission expires: _____

Accepted and approved by Vermont Snow Trails Conservancy/Charitable Trust:

_____, 20__

By: _____
Its Duly Authorized Agent