



The success of VAST for nearly 50 years is attributable to the tireless efforts of its volunteer members who work year round building bridges, fund raising, improving and maintaining trails, all in an effort to enjoy the sport we love. VAST's success can also be attributed to its long standing relationships with its landowners. We are very thankful for the privilege of maintaining snowmobile trails across these private lands, which is something we take very seriously and make every effort to protect.

As you know, Vermont's landscape is changing. Today more and more land is being subdivided into smaller parcels; increasing dramatically the number of Landowners VAST must deal with in order to maintain continuity in our trail system. In some instances this fragmentation causes trail closures which either force expensive re-routing or the loss of entire sections of trail.

In response to this changing environment within Vermont, VAST has formed the *Vermont Snow Trails Conservancy / Charitable Trust*

The Mission of the Conservancy/Trust is:

- Protect and preserve lands for snowmobile trails.
- To develop partnerships with landowners, communities and organizations to protect and preserve snowmobile trails for winter recreation.
- To form partnerships with other Conservancies and Trusts to protect and preserve snowmobile trails.
- To raise awareness of the need to preserve snowmobile trails and to generate support through education, information and fundraising.
- Enhance and promote snowmobiling through trail preservation.

One of the most important functions of the VSTCCT is to secure permanent easements from landowners who want to preserve the sport of snowmobiling. This can be accomplished either by landowners granting easements as a tax deductible donations or thru purchase.

We hope you will take the opportunity to ask questions and learn more about the VSTCCT, becoming involved with us in fund raising and helping us identify opportunities that foster our goal of preserving snowmobiling for future generations.

The Vermont Snow Trails Conservancy (VSTC) is a non-profit charitable trust (501-c-3) organization governed by volunteer trustees.

Who are we & how to contact us:

James (Jim) Hill

President

802-343-4478

jh_builders@hotmail.com

Jim is a Past President of VAST and served on the VAST Board of Directors for 10 years. He has been a member of VAST since 1969. Jim is a member of the Williston Hill Hawks Snowmobile Club. He has been an Officer in the local and County Snowmobile Club. He also owns and operates a residential remodeling company.

Cindy Locke

Vice President

802-229-0002

cindy@vtvast.org

Cindy is the Executive Director of VAST. She has been in this position since May 2014. She is a VAST member of the Stowe Snowmobile Club. Before coming to VAST Cindy spent 25 years working for Chambers of Commerce in Vermont where she honed her association management skills.

Patrick (Pat) Poulin

Secretary

802-878-5648

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Pat is a Past President of VAST and served on the VAST Board of Directors for 11 years. He has been a member of VAST since 1986. Pat is a member and past president of the Williston Hill Hawks Snowmobile Club. He retired from IBM After 32 years in Engineering and Management. Prior to IBM he served four years in the United States Coast Guard. He is married to his wife of 22 years, Starlene Poulin who is also an active member of VAST, county and local clubs. Together they raised 4 children who now have families of their own. They have 10 Grand children and one great grandchild.

Mark Ellingwood

Treasurer

802-467-3436

maellingwood@gmail.com

Mark is a past VAST board member and past VAST Treasurer.

He is a member and Trailmaster of the Newark E-Z Riders and has been a groomer operator for the Brighton Snowmobile Club for the last 16 years.

Greg A. Rouleau

Trustee

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Greg is a past VAST Board Member representing Washington County and a past Club President of The Barre Sno-Bees.

Stan Choiniere

Trustee

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Stan is the President of the Chester Snowmobile Club and has served on the VAST Safety Committee.

He has been a member of VAST since its inception.

Frank Stanley

Trustee

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Frank is a Governments Affairs Consultant and Event Organizer.

www.vtvast.org/vstc



EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT we, _____, husband and wife of the Town of _____, in the County of _____ and State of Vermont (“Grantors”), in consideration of ONE AND MORE DOLLARS paid to our full satisfaction by **VERMONT SNOW TRAILS CONSERVANCY/CHARITABLE TRUST** 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 (“Grantee), by these presents do hereby **GIVE, GRANT, SELL, CONVEY, AND CONFIRM** unto the said Grantee and its successors and assigns an easement located on land and premises in the Town of _____, County of _____ and State of Vermont, which is more particularly described as follows, viz:

Being a permanent right-of-way easement (the “Easement”), to become part of the Vast Trails System, for winter snowmobile use during the snowmobiling season as is determined by the Vermont Legislature, from time to time, together with the attendant customary construction and maintenance as required. The Easement is 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:

“ _____ ”

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 to permit access to the Easement for public snowmobiling and such uses shall be limited exclusively to the snowmobiling season as may be

determined by the Vermont Legislature from time to time. Motorized recreational use, exclusive of snowmobiles, shall not be permitted. The Easement Area shall not be used for camping and no fires are permitted. Grantee shall erect no structures within the Easement. Snow machine use shall be strictly limited to the Easement, and not any other portions of the property of the Grantors.

2. Grantee shall have the right, at Grantee's expense to construct, manage, use and maintain a trail within the Easement. The surface of the trail shall be maintained in a natural condition, and Grantee may employ fill material where needed within the Easement. Grantee may employ motorized trail grooming equipment between December and April. With prior notice to Grantor, Grantee shall be entitled to traverse the Easement each year after April 30 and before December 1 to conduct routine maintenance of the trail. Grantor shall also permit access to the Easement by Grantee for non-routine trail construction or repair, including the use of heavy equipment, provided:

- a) Grantee shall provide Grantor with not less than seven (7) days' advanced written notice;
- b) Work shall be performed on a date(s), at times and in a manner which does not unreasonably interfere with Grantor's quiet enjoyment and use of the property of the Grantors for agricultural, forestry and residential uses.

The Grantee may, at Grantee's sole expense, erect a bridge as may be necessary to cross certain areas within the described Easement, provided that the Grantee shall secure the prior written approval of the Grantor regarding the location of said bridge.

3. The precise location of the Easement 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 shall be determined by Grantor and Grantee by taking into consideration the following goals:

- a) The Grantor's use and quiet enjoyment of the property of the Grantors for agricultural, forestry, residential and conservation purposes; and
- b) The Grantee's objective of creating a public recreational trail which provides meaningful public snow machine access within the described easement, which can be established without undue expense, and which connects to the Vermont Statewide Snowmobile Trail System (VSSTS) on lands adjoining Grantors property.

4. 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 Grantees 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.

5. Grantee shall be solely responsible for managing the public use of the Easement and shall take reasonable steps to assure user compliance with the limitations of this instrument.

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 through April in a manner in which impedes use by snow machines.

2. No use shall be made of the Easement, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is inconsistent with the intent of this instrument, such intent being to provide public access to recreational snowmobile use from December through April.

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.

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.

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

TO HAVE AND TO HOLD said granted easement, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their own use and behoof 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 in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid; 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 _____, 2015.

_____, 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:

_____, 2015

By: _____
Its Duly Authorized Agent



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Easement Basics

You are interested in purchasing a home, but when you view the house you notice that the only access to it is via a driveway crossing the neighboring landowner's property. How will the driveway impact your potential purchase? A cable television company is seeking to install its cable lines, and would like to run its cable along existing electrical poles. Can the cable company negotiate only with the electric company, or must it negotiate with all landowners whose property is crossed by the electrical poles? Both of these scenarios potentially involve an easement, a property right that gives its holder a nonpossessory interest in another person's land. Easements regularly impact all types of real estate transactions and are increasingly utilized for conservation and historic preservation purposes. Despite their prevalence, many people lack a clear understanding of easements, and the numerous legal problems that can arise in their drafting, interpretation and implementation.

What Is an Easement?

An easement is commonly defined as a nonpossessory interest in another person's land. The nonpossessory nature of an easement is one of its primary -- and potentially confusing -- characteristics. An easement is a property interest that allows the holder of the easement to use property that he or she does not own or possess. An easement does not allow the easement holder to occupy the land, or to exclude others from the land, unless they interfere with the easement holder's use. In contrast, the possessor of the land may continue to use the easement and may exclude everyone except the easement holder from the land. For instance, if Alvin owns a piece of property and grants Barbara a right-of-way on the road across the property, Barbara has an easement in Alvin's property. Barbara may use the road, but may not stop others from also using the road, except to the extent that their use interferes with her own use of the road. Alvin may exclude everyone except Barbara from crossing his property, while continuing to use the road himself.

Land affected or "burdened" by an easement is called a "servient estate," while the land or person benefited by the easement is known as the "dominant estate." If the easement benefits a particular piece of land, it is said to be "appurtenant" to the land. If the easement only benefits an individual personally, not as an owner of a particular piece of land, the easement is termed "in gross." Most easements are affirmative, which means that they authorize use of another's land. Less common are negative easements, which usually involve preserving a person's access to light or view by limiting what can be done on neighboring or nearby property.

Creation of an Easement

Easements are usually created by conveyance in a deed, or some other written document such as a will or contract. Creation of an easement requires the same formalities as the transfer or creation of other interests in land -- typically: a written instrument, a signature, and proper delivery of the document. In limited circumstances, a court will create an easement by implying the existence of the easement based on the circumstances. Two common easements created by implication are easements of necessity and easements implied from quasi-easements. Easements of necessity are typically implied to provide access to a landlocked piece of property. Easements implied from quasi-easements are based on a landowner's prior utilization of part of his or her property for the benefit of another portion of his land. Other methods of establishing easements include prescriptive use (i.e. by the routine, adverse use of another's land), estoppel (a legal doctrine involving reliance on the words or actions of another person), custom, public trust, and condemnation.

Legal "Scope" of Easements

After an easement is created, questions often arise concerning the location, dimensions, and scope of the interest. These questions must be resolved on a case-by-case basis, and are impacted by the method of the easement's creation. Questions involving matters clearly covered by the written document, or the prior use or necessity that created the easement, may be resolved relatively easily. However, sometimes the written document, prior use, or necessity does not clearly resolve the question of scope. Written documents creating easements are often vague or incomplete, and inferences from prior use or necessity are imprecise. In these cases, the parties' intent is uncertain and must be construed by the courts.

Rights and Remedies Under an Easement

As a general rule, an easement holder has a right to do "whatever is reasonably convenient or necessary in order to enjoy fully the purposes for which the easement was granted," as long as he or she does not place an unreasonable burden on the servient land. Conversely, the owner of the servient land may make any use of that land that does not unduly interfere with the easement holder's use of the easement. What constitutes an undue burden depends upon the facts of each individual situation. For instance, an increase in traffic over an easement giving access to a beach resort may not necessarily constitute an undue burden. But, the traffic resulting from changing a dominant estate from private use to a commercial business might constitute an additional burden on the servient estate. Reasonable use of an easement is not fixed at a particular point in time. The concept of reasonableness includes a consideration of changes in the surrounding area, as well as technological developments. For instance, courts have allowed an easement holder to convert a railroad right of way to a recreational trail, cut trees within an access easement, and replace a low-pressure gas pipeline with high-pressure equipment.

If a court determines that a servient estate is unduly burdened by an unreasonable use of the easement, the servient estate holder has several potential legal remedies. These include court orders restricting the dominant owner to an appropriate enjoyment of the easement, monetary damages when the easement holder exceeds the scope of his or her rights and injures the servient estate, and in some cases extinguishment of the easement. Likewise, remedies exist for interference by the servient owner. Interference with an easement is a form of trespass, and courts frequently order the removal of an obstruction to an easement, i.e. by ordering the removal of encroaching structures at the servient owner's expense. If interference with an easement causes diminution in the value of the dominant estate, courts may also award compensatory damages to the easement holder.

Transferability

The transferability of easements must also be considered when undertaking a real estate transaction. An easement's transferability depends on its nature (i.e. whether it is appurtenant or in gross). In general, an easement appurtenant is transferred with the dominant property even if this is not mentioned in the transferring document. But, the document transferring the dominant estate may expressly provide that the easement shall not pass with the land.

Because easements in gross are treated as a right of personal enjoyment for the original holder, they are generally not transferable. Recreational rights such as hunting, camping and fishing are the most common examples of nontransferable easements in gross. However, several states have enacted statutes designed to facilitate the transfer of easements in gross. The transfer of easements in gross for commercial uses such as telephones, pipelines, transmission lines, and railroads is often permitted.

Other Legal Issues to Consider

Courts generally assume easements are created to last forever, unless otherwise indicated in the document creating the easement. Despite this, an individual granting an easement should avoid any potential legal or interpretive problem by expressly providing that the easement is permanent. Although permanent easements are the norm, they can be terminated in a number of ways. For instance, an easement may be created for a limited time or conditional duration, so that the easement ends when the time passes or the condition occurs. Easements of limited duration are commonly used to provide temporary access to a dominant estate pending the completion of construction work. An easement may also be terminated when an individual owning the dominant estate purchases the servient estate, or when the holder of an easement releases his or her right in the easement to the owner of the servient estate. This release must be in writing. Abandonment of an easement can also extinguish the interest, but as a general rule mere nonuse of an easement does not constitute abandonment. Under some circumstances, misuse or the sale of a servient estate may terminate an easement. Finally, condemnation of an easement by a public authority, or condemnation of the servient estate for a purpose that conflicts with the easement, terminates an existing easement.

Easements: Getting Legal Help

Easements give an easement holder the right to use or to prevent the use of property he or she does not own or possess. This places the easement holder and the possessor of the servient estate in the unique position of simultaneously utilizing the same piece of land. The prevalence of easements and their nonpossessory nature creates a unique set of considerations in drafting, interpretation and implementation. It is essential to have a basic understanding of the manner in which they are created, their scope, transferability, and methods of termination. Whether an individual or a business wishes to create an easement, purchase property burdened by an easement, or determine the nature of a property interest, the assistance of a land use [attorney](#) can be an invaluable asset.

APPENDIX

1. Roger Bernhardt, and Ann M. Burkhart, *Real Property in a Nutshell*, 2000.
2. Jon W. Bruce and James W. Ely, Jr., *The Law of Easements and Licenses in Land*, 1988
3. Stephen A. Siegel, *A Student's Guide to easements, Real Covenants, and Equitable Servitudes*, 1988.

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