



Vermont Snow Trails Conservancy

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I/ we the landowners,

_____,
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 _____
_____, with a property span number _____
and 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 to 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. Snowmobile 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 the 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 the Grantor's 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, except 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 ensure 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 ensealing 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 _____, 20_____.

_____, Grantor

_____, Grantor

STATE OF VERMONT)

_____ COUNTY, SS)

At the [Town/City] of _____
in said County and State, on this _____
day of _____, _____, 20_____,
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