

GRANT OF TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **FREDRICK P. PEET** of Richmond, County of Chittenden, State of Vermont, **MELISSA P. ANDERSEN** (f/k/a Melissa J. Anderson [sic] *should be Andersen*) of Williston, County of Chittenden, State of Vermont, **JENNIE P. ERKSON** (f/k/a Jennie L. Erkson) of Richmond, County of Chittenden, State of Vermont, and **DANIEL N. PEET, TRUSTEE OF THE DANIEL N. PEET REVOCABLE TRUST**, on behalf of themselves, their heirs, executors, administrators, successors and assigns (“Owners”), pursuant to the authority granted in Title 10 V.S.A. Chapter 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to their full satisfaction, do freely give, grant, sell, convey and confirm unto the **TOWN OF RICHMOND**, a municipality located in the County of Chittenden, and State of Vermont (“Holder”) forever, a perpetual, non-exclusive, and assignable easement for a right-of-way all as more particularly set forth below, over a certain parcel of land located in the Town of Richmond, Vermont (the “Property”). The Property is more particularly described in Schedule A attached hereto and incorporated herein. The location of the right-of-way easement twenty feet (20’) in width conveyed hereby is more particularly described in Schedule B attached hereto and incorporated herein (the “Corridor”). A trail shall be located within the Corridor and may be improved as provided below (the “Trail”). This Easement also contains covenants on the part of Owners and the Holder to do or refrain from doing various acts as set forth below. It is hereby acknowledged that this Easement constitutes a servitude upon the land and runs with the land. Holder accepts this Easement in order to provide public access to recreational opportunities and activities throughout the Corridor.

I. PURPOSES.

The purposes of this Easement as set forth in this Section I are hereinafter collectively referred to as the “Purposes of this Easement.” Owners and Holder acknowledge that the Purposes of this Easement are to provide permanent and perpetual public, recreational use of the Corridor, and to locate the Corridor so that it provides public recreational access across the Property in a manner that enhances the outdoor experience, to establish a Trail without undue expense, and to implement these purposes while substantially preserving Owners’ quiet use and enjoyment of the Property, especially agricultural use.

II. USES.

1. **Public Access:** Holder may permit, in its sole discretion, public access to the Corridor for four-season, pedestrian or mechanized, non-motorized recreational activities, such as walking, skiing, or mountain biking. Domestic animals, including, but not limited to dogs and horses are not permitted within the Corridor without the prior written approval of the Owners. The requirement for written approval in the preceding sentence and for Owners’ input, consultation or consent in this Easement shall be satisfied upon receipt of approval, input, or consent from and consultation with the individual identified in writing by the Owners as their representative for such purposes. Except as provided below, motor vehicles are not permitted. Overnight camping and campfires are not permitted. . If the Owner believes that use of the Corridor materially interferes with Owners’ quiet use and enjoyment of the Property, especially agricultural use, on a frequent, continuous basis, Owner shall report its observations and impressions to the Holder, and the parties shall collaborate on measures to be taken by Holder to abate the interference. If the measures taken do not, in Owners’ reasonable opinion, sufficiently abate the interference, Owners may submit their complaints or concerns to mediation or seek a court order to enforce the terms of the easement.

2. **Corridor Location:** While the location of the Corridor is generally described in Schedule B

attached hereto and incorporated herein, the precise location shall be fixed on the ground by mutual agreement of Holder and Owners, and marked by blazing, signs or otherwise along the perimeter of the Corridor by Holder. The Corridor location may be altered from time to time by mutual consent of Holder and Owners and with the prior written approval of Vermont Land Trust, Inc. Owners and Holder shall locate the Corridor in a manner consistent with the Purposes of this Easement and the Grant of Development Rights, Conservation Restrictions and Option to Purchase conveyed by Owner to Vermont Land Trust, Inc. dated on or about even date herewith and to be recorded in the Richmond land records. If Owners and Holder are unable to agree on the Corridor location they shall submit said matter to mediation as provided in Section IV, below.

III. OBLIGATIONS

1. **Trail Construction:** Holder shall have the right, but not the obligation, at Holder's expense, to construct, manage, use, repair and maintain an unpaved Trail, including the right to install, maintain, repair and replace waterbars, steps and other trail surface structures, as well as bridges and/or culverts as necessary to traverse surface waters within the Corridor. Prior to initial Trail installation, Trail relocation within the Corridor, and major maintenance activity, Holder shall give at least two weeks' notice to Owners. The Trail shall not exceed eight feet (8') in width within the twenty foot (20') wide Corridor, provided, however, that in those locations where the Corridor abuts a boundary of the Property, the Trail shall be placed as close as reasonably possible to the boundary of the Property. The Trail may be relocated within the Corridor at the Holder's sole discretion after giving notice to Owners as provided above.

2. **Vegetation Management:** Holder shall not cut or remove any vegetation from the Property until the Corridor has been located on the ground as provided above. Holder may clear brush as required to maintain the Trail and may remove dead, dying or diseased vegetation within the Corridor which poses a safety risk to Trail users after the Trail has been constructed; otherwise Holder may cut or remove additional vegetation only with the prior written consent of Owners and Owners may elect to retain any timber cut by Holder. Holder shall not employ herbicides, pesticides, growth inhibitors or other chemicals within the Corridor without the prior written consent of Owners. Prior to harvesting any trees within the Corridor, Owner shall give Holder notice of the proposed activity so that Holder can divert public use of the Trail if necessary.

3. **Fencing, Barriers and Signs:** Holder, or Owners with Holder's prior written consent, may erect and maintain such fencing and barriers within the Corridor as may be reasonably necessary to prevent access to the Trail by motor vehicles. Notwithstanding the foregoing, prior to the initial Trail installation, Holder will replace the existing animal containment fencing in those locations where there is not sufficient space between the existing fence and the edge of the Property to construct a trail. The replacement fencing will be moved only as far as is necessary to construct the trail, and the replacement fencing will be of equal or greater value than the fence being replaced. Holder shall have the right to erect reasonable signs, blazing or other markings within the Corridor to inform the public of the Trail location or other Trail features. Owners shall not erect fences, barriers or signs that impede access to or use of the Trail.

4. **Motor Vehicles:** Holder may use motorized vehicles and equipment within the Corridor to construct, relocate, maintain, repair and patrol the Trail, and for medical emergencies. Owners and Holder shall not use or permit the use of motor vehicles within the Corridor, except as specifically provided in this Section III(4). Snowmobiles may be permitted within the Corridor by mutual agreement of Holder and Owners. Holder may permit motor-driven wheelchairs or vehicles as

required under state or federal law for the use of persons with mobility disabilities. Owner or Owner's employees may cross or traverse the Corridor with agricultural and forestry vehicles and equipment as needed for agricultural and silvicultural purposes provided that if the Trail is disturbed by such use, Owners will return it to its pre-existing condition as soon as reasonably practicable.

5. **Other Uses:** Except as specifically permitted under this Easement, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be constructed, developed or maintained into, on, over, under, or across the Corridor, without the prior written permission of the Holder. Holder shall use the Corridor exclusively for recreation and open space purposes. No residential or industrial activities shall be permitted, and no building or structure shall be constructed, created, erected or moved into the Corridor, other than the Trail surface structures mentioned above.

IV. COMPLIANCE WITH EASEMENT AND DISPUTE RESOLUTION.

Owners and Holder shall take reasonable steps to periodically inspect the Corridor to assure compliance with this Easement. In the event that Owners or Holder becomes aware of an event or circumstance of non-compliance with this Easement, that party shall give notice to the other of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Corridor to its previous condition. Any event or circumstance of non-compliance with this Easement not corrected voluntarily shall be submitted to mediation.

The mediator shall be selected by the parties and the costs of mediation shall be shared equally by the parties. The parties shall select a mediator within two weeks of the identification of the issue, and every reasonable effort shall be made to complete mediation of any dispute within thirty (30) days thereafter.

Notwithstanding the foregoing, Owners and Holder reserve the right to bring an action in a court of competent jurisdiction to resolve any justiciable issue between the parties concerning the Easement. The prevailing party shall be entitled to apply to the Court for an order reimbursing it for the reasonable costs of enforcement, court costs and reasonable attorneys' fees.

No delay or omission by Holder or Owners in the exercise of any right or remedy shall impair Holder's or Owner's rights or remedies or be construed as a waiver. Nothing in this Section IV shall be construed as imposing a liability upon a prior Owner of the Property or Holder of the Easement, where the event or circumstance of non-compliance has occurred after said prior Owners' ownership or control of the Property or said prior Holder's rights in the Easement have terminated.

V. MISCELLANEOUS PROVISIONS.

1. In any deed conveying an interest in all or part of the Owners' property which includes some or all of the Corridor, Owners shall make reference to this Easement and shall indicate that this Easement is binding upon all of their successors in interest in perpetuity. Owners shall also notify the Holder of the name(s) and address(es) of Owners' successor(s) in interest.

2. Holder shall be entitled to rerecord this Easement, or to record a notice making reference to the existence of this Easement, in the Town of Richmond Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A.

603 and 605.

3. The term "Owners" shall include the heirs, successors and assigns of the original Owners, Fredrick P. Peet, Melissa P. Andersen, Jennie L. Erkson (f/k/a Jennie L. Erkson), and Daniel N. Peet, Trustee of the Daniel N. Peet Revocable Trust. The term "Holder" shall include the successors and assigns of the original Holder the Town of Richmond.

4. Invalidation of any provision hereof shall not affect any other provision of this Easement.

TO HAVE AND TO HOLD said granted Easement, with all the privileges and appurtenances thereof, to the said Holder the Town of Richmond, and its successors and assigns, to its own use and behoof forever, and the said Owners Fredrick P. Peet, Melissa P. Andersen (f/k/a Melissa J. Anderson [sic] *should be Andersen*), Jennie P. Erkson (f/k/a Jennie L. Erkson), and Daniel N. Peet, Trustee of the Daniel N. Peet Revocable Trust, for themselves and their heirs, successors and assigns, do covenant with the said Holder, its successors and assigns, that until the ensembling of these presents, they are the sole owners of the Property, and have good right and title to convey the same in the manner aforesaid, that the Property is free from every encumbrance, except those of record, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this ____ day of _____, 20__.

Owners

Fredrick P. Peet

Melissa J. Andersen (f/k/a Melissa J. Anderson [sic] *should be Andersen*)

Jennie P. Erikson (f/k/a Jennie L. Erkson)

Daniel N. Peet, Trustee of the Daniel N. Peet Revocable Trust

STATE OF _VERMONT
_____ COUNTY, ss.

At _____, this ____ day of _____, 20__, Fredrick P. Peet, Melissa J. Andersen, Jennie P. Erckson and personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

Print Name: _____
Notary Public, State of Vermont
Commission No. _____
My Commission Expires: 01/31/2021

STATE OF VERMONT
_____ COUNTY, ss.

At _____, this ____ day of _____, 20__, Daniel N. Peet, Trustee of the Daniel N. Peet Revocable Trust, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, before me.

Print Name: _____
Notary Public, State of Vermont
Commission No. _____
My Commission Expires: 01/31/2021

SCHEDULE A
DESCRIPTION OF PROPERTY

Being a portion of the lands and premises conveyed to Grantors in the following deeds:

1. Warranty Deed of Daniel N. Peet and Fredrick P Peet, Trustees for the Revocable Trust of Fredrick N. Peet, Jr., dated February 8, 1994, dated December 28, 1995 and recorded in Book 96, Page 186 of the Town of Richmond Land Records.
2. Deed into Trust of Daniel N. Peet, dated January 15, 2014 and recorded in Book 223, Page 454 of the Richmond Land Records.

SCHEDULE B
DESCRIPTION OF CORRIDOR LOCATION

The Corridor is located on two parcels of land, the Eastern Parcel and the Western Parcel, as depicted on the map labeled Exhibit A attached and incorporated herein. The portion of the Corridor located on the Eastern Parcel is a strip of land twenty feet (20') in width, and more particularly described as follows:

Beginning at a point approximately 50 feet southerly of a northeasterly corner of the Eastern Parcel in Richmond where it abuts the property belonging to Barbara and George Ward; proceeding in a southwesterly direction approximately 900 feet in a line roughly parallel to the northerly bank of the Winooski River; proceeding west northwesterly approximately 550 feet; proceeding north northwesterly approximately 575 feet; proceeding northeasterly approximately 100 feet; proceeding northerly approximately 100 feet; proceeding northwesterly approximately 125 feet to a western boundary of the Eastern Parcel where it abuts property belonging to Buttermilk, LLC.

The portion of the Corridor located on the Western Parcel is a strip of land twenty feet (20') in width, and more particularly described as follows:

Beginning at a point on the easterly boundary of the Western Parcel where it abuts the westerly terminus of the Church Street (Town Highway #49) right of way; proceeding in a northwesterly direction approximately 10 feet; proceeding in a northeasterly direction approximately 200 feet in a line parallel to the boundary of the Western Parcel; proceeding in a northwesterly direction approximately 150 feet in a line roughly parallel to the boundary of the Western Parcel to the top of the westerly bank of a drainage ditch; proceeding in a northerly direction approximately 700 feet along the top of the westerly bank of a drainage ditch; proceeding in a northwesterly direction approximately 150 feet; proceeding in a southwesterly direction 425 feet along a line roughly parallel to the boundary of the Western Parcel; proceeding in a westerly direction approximately 675 feet in a line roughly parallel to the boundary of the Western Parcel; proceeding in a southwesterly direction approximately 1,200 feet in a line roughly parallel to the boundary of the Western Parcel to the southerly boundary of the Western Parcel where it abuts the property belonging to the Town of Richmond.