

GRANT OF TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Charlotte Village Partners, LLC**, a Vermont limited liability company with a principal place of business in Charlotte, Vermont, ("Owner"), 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 its full satisfaction, does freely GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the **Town of Charlotte**, a Vermont municipality located in the County of Chittenden, State of Vermont ("Holder") forever, a perpetual, and non-exclusive easement and right-of-way for a recreational trail all as more particularly set forth below, over a certain parcel of land located in the Town of Charlotte, Vermont (the "Property"). The Property is more particularly described in Schedule A attached hereto and incorporated herein by reference as if more fully a part hereof. The location of the right-of-way easement conveyed hereby (the "Easement") is more particularly described in Schedule B attached hereto and incorporated herein by reference as if more fully a part hereof (the "Corridor"). A recreational 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 Owner 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 and for no other purpose.

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." Owner 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 non-commercial recreational access across the Property from the so-called "Burns Property" on the southwest to the Town Hall access driveway to the northeast in a manner that enhances the outdoor experience, to establish a Trail without undue expense, and to implement these purposes without interfering with Owner's quiet use and enjoyment of and reserved right to develop the Property.

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 bicycling. Except as provided below, motor vehicles are not permitted within the Corridor. Overnight camping and campfires are not permitted within the Corridor. Permitted hours of use of the Corridor are from dawn to dusk. Recreational use outside the above hours is allowed with special permission from Owner and Holder. Holder shall have the right, in its sole discretion, to restrict or limit public use of and access to the Corridor. If use of the Corridor materially interferes with Owner's quiet enjoyment of the Property on a frequent basis, and measures taken by Holder after reasonable written notice from Holder of such material interference do not, in Owner's reasonable opinion, sufficiently abate the interference, Owner may close the Corridor for a period not to exceed two weeks to enable Holder to take corrective action. Owner shall provide written notice five (5) days in advance to Holder's Town Administrator of such Corridor closure.

2. Corridor Location: While the location of the Corridor is generally described in Schedule B, the precise location shall be fixed on the ground by mutual agreement of Holder and Owner, and marked by blazing, signs or other similar markings along the perimeter of the Corridor by Holder. The Corridor location may be altered from time to time by mutual consent of Holder and Owner. Owner may relocate the Corridor at any time at its sole discretion with at least seven (7) days' advanced notice to Holder of the proposed relocation provided that: (a) the new Corridor location is consistent with the Purposes of this Easement (b) the permitting, relocation and reconstruction is at the sole cost and expense of Owner; and (c) Owner constructs the relocated trail in substantially the same condition with substantially the same materials as the trail that existed prior to such relocation. Holder may relocate the Corridor subject to the written approval of Owner, which approval shall not be unreasonably withheld, provided that: (a) Owner's consent is sought at least fourteen (14) days' prior to the proposed Corridor relocation; (b) the new Corridor location is consistent with the Purposes of this Easement; (c) the permitting, relocation and reconstruction is at the sole cost and expense of Holder; and (d) the relocated trail is constructed to substantially the same condition with substantially the same materials as the trail that existed prior to such relocation.

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 a Trail, including the right to install, maintain, repair and replace waterbars, steps and other trail surface structures, as well as bridges, cuts, ramps and/or culverts as necessary to traverse surface waters within the Corridor. Holder is responsible for obtaining any permits necessary for trail construction or as otherwise required to exercise its rights and obligations. Prior to initial Trail installation, Trail relocation within the Corridor, and major maintenance activity costing Holder more than Five Thousand Dollars (\$5,000) in labor and/or materials, Holder shall give at least two weeks' advanced notice to Owner by certified mail, return receipt requested. The Trail shall not exceed eight (8) feet in width within the twenty (20) foot wide Corridor. The Trail may be relocated within the Corridor at the Holder's sole discretion after giving notice to Owner 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 overgrown, 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 Owner. Holder shall not employ herbicides, pesticides, growth inhibitors or other chemicals within the Corridor without the prior written consent of Owner. Holder shall be solely responsible to obtain any and all required permits or approvals required to perform vegetation management as provided in this Easement. In the event that Owner plans to remove dead, diseased or dying trees Owner shall give Holder five (5) days' advanced written notice so that Holder can divert public use of the Trail if necessary.

3. Fencing, Barriers and Signs: Holder, or Owner 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. 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. Owner shall not erect fences, barriers or signs that impede access to or use of the Trail without prior written agreement of the Holder except when required, in Owner's sole discretion, to prevent imminent harm to the Property or injury to persons or other property.

4. Motor Vehicles: Holder may use motorized vehicles and equipment within the Corridor to construct, relocate, maintain, repair, replace, patrol, level and fill the Trail, and for medical emergencies. Holder shall not use or permit the use of motor vehicles within the Corridor,

except as specifically provided in this Section III(4). Holder may permit motor-driven wheelchairs for the use of individuals with disabilities within the Corridor if consistent with the Purposes of this Easement. 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 or damaged by such use, then Owner shall restore the Corridor as near as reasonably practicable to its preexisting condition at its own cost as soon as reasonably practicable. .

5. Stewardship Plan: The Town of Charlotte has adopted a Trail Stewardship Plan ("Stewardship Plan") for the Town's Trail System. The Stewardship Plan will apply to the Trail and Corridor conveyed herein upon initial construction and opening of the Trail to public use. If there are differences between the terms and conditions of the Stewardship Plan and this Trail Easement, the terms and conditions of this Trail Easement shall govern.

6. Other Uses: Owner and its assigns may use the Trail Easement for recreation and open space purposes. Except as specifically permitted under this Easement and as reasonably necessary for Owner to exercise its reserved right to develop the Property, 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. No residential, commercial or industrial activities shall be permitted within the Corridor, and no building or structure shall be constructed, created, erected, or moved into the Corridor, other than the Trail and related surface structures mentioned above, that interfere with Holder's rights as provided in this Easement without Owner having first obtained all required permits and approvals.

7. Owner's Reserved Rights: Owner's grant of this Easement is expressly conditioned on Holder's acknowledgement that Owner intends to develop the Property to the extent allowable by relevant laws and land use regulations. Notwithstanding anything in this Easement to the contrary, Owner hereby reserves all rights to use and develop the Property subject to Holder's right to exercise those rights expressly granted in this Easement. For the elimination of doubt, this Easement does not constitute a restrictive covenant or servitude limiting Owner's rights to develop the Property. Any ambiguity, implication or construction of this Easement shall be resolved and/or made in favor of Owner's rights to develop the Property.

IV. COMPLIANCE WITH EASEMENT AND DISPUTE RESOLUTION.

Owner and Holder shall take reasonable steps to periodically inspect the Corridor to assure compliance with this Easement. In the event that Owner or Holder becomes aware of an event or circumstance of non-compliance with this Easement, that party shall give written 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, or any disagreement as to the location of the Corridor under Section II(2), above, not resolved during a sixty (60) day period of direct discussion between Owner and Holder after the date of receipt of the aforesaid written notice of non-compliance shall be submitted to mediation upon written notice sent from one party hereto to the other after the aforesaid sixty (60) day period.

The mediation shall be conducted by a single mediator acceptable to Owner and Holder. If Owner and Holder cannot agree on a mediator, each shall name an uninvolved third party who must be a person with experience in mediation of real property disputes in the State of Vermont and those two people shall choose a mediator. The fees of the mediator shall be divided evenly between Owner and Holder. Each may be represented by an attorney at the mediation and shall be required to have a representative at the mediation (in addition to

outside counsel) that has settlement authority and authority to enter into stipulations in good faith on behalf of the party, provided that any stipulation reached through mediation shall be subject to approval of Holder's Selectboard at its next regular meeting after the mediation session. Except for the mediator's fees, Owner and Holder shall bear their own costs and expenses associated with the mediation, including but not limited to their own attorney's fees and costs. The mediator shall have broad discretion in structuring the mediation. Except as provided below, if, and only if, Owner and Holder are unable to resolve the dispute through mediation, may either party institute legal action to resolve the event of non-compliance or any disagreement as to the location of the Corridor under Section II(2), above. All such actions shall be filed in the Chittenden Unit of the Civil Division of Vermont Superior Court.

Notwithstanding the foregoing, Owner and Holder reserve the right to bring an action in a court of competent jurisdiction to: (1) secure a temporary restraining order or preliminary injunction to maintain the status quo pending the mediation of a dispute; (2) enforce a directive issued by the mediator to maintain the status quo pending disposition of the mediation; or (3) enforce a final order issued by the mediator. The prevailing party shall be reimbursed the reasonable costs of enforcement, including staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such Court. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Owner and Holder at law, in equity, or through administrative proceedings.

No delay or omission by Holder or Owner 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 Owner's 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 Property subject to the Corridor, Owner shall make reference to this Easement and shall indicate that this Easement is binding upon all successors in interest in the Property in perpetuity. Owner shall also notify the Holder of the name(s) and address(es) of Owner's successor(s) in interest.

2. Holder may only assign its rights under this Easement with the express written consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed. For the elimination of doubt, the parties acknowledge that the purpose and intent of this Easement is to provide public, recreational access and/or use of the Corridor and not to further a so-called conservation purpose or otherwise impose any limitation on Owner's right to develop the Property.

3. Holder shall be entitled to record this Easement, or to record a notice making reference to the existence of this Easement, in the Town of Charlotte 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. SS 603 and 605.

4. The term "Owner" shall include the successors and assigns of Charlotte Village Partners, LLC. The term "Holder" shall include the successors and assigns of the original Holder, the Town of Charlotte.

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

6. To the extent provided by law, Holder, its successors and assigns, shall indemnify and defend the Owner and its successors and assigns for any claims arising from the public use of the Trail due to the willful or negligent acts or omissions of the Holder, its successors and assigns, and further acknowledges that it will indemnify and hold Owner harmless to the full limits of liability insurance that Holder customarily maintains for any injury or damage resulting from public use of said Trail not attributable to acts of the Owner. Holder shall continuously maintain said insurance in coverage and policy limits equal to or greater than those existing at the time is easement is executed. Holder acknowledges that this Easement has been donated to the Town of Charlotte, at no cost to the Town, with the intent that Owner shall receive the full benefit and protection afforded by 12 V.S.A. Chapter 203 and 19 V.S.A. 52309.

7. Holder, its successors and assigns, agrees to restore any premises of Owner lying outside of the scope of this Trail Easement disturbed or affected by the public's and Holder's exercise of the rights granted hereunder as near as reasonably practicable to their condition prior to any such entry at Holder's own cost and within a reasonable time.

TO HAVE AND TO HOLD said granted rights and easement, with all the privileges and appurtenances thereof, to the said Holder, the **Town of Charlotte**, and its successors and assigns, to its own use and behoof forever, and the said Owner, **Charlotte Village Partners, LLC**, for itself and its successors and assigns, does covenant with the said Holder, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the Property, and has 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 it hereby engages to WARRANT and DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, Owner hereunto sets its hand and seal this ____ day of _____, 2024.

CHARLOTTE VILLAGE PARTNERS, LLC

Michael Dunbar, Member and
Duly Authorized Agent

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

At Charlotte, in said County, this ___ day of _____, 2024, personally appeared Michael Dunbar, Member and Duly Authorized Agent of CHARLOTTE VILLAGE PARTNERS, LLC., and he acknowledged this instrument, by him subscribed, to be his free act and deed, and the free act and deed of CHARLOTTE VILLAGE PARTNERS, LLC.

Before me _____

Notary Public

My commission expires: 1/31/25

My commission #:

SCHEDULE A
DESCRIPTION OF PROPERTY

Parcel Span: 138-043-10848, subparcel ID 00061-0251, with an E-911 address of 251 Ferry Road, Charlotte, VT, and being all and the same lands and premises conveyed to Charlotte Village Partners, LLC by Executor's Deed of Lori A. Bruce, Executor of the Estate of Shirly Bruce, dated March 3, 2022, and recorded in Volume 255, Page 363 of the Town of Charlotte Land Records.

SCHEDULE B
DESCRIPTION OF CORRIDOR LOCATION .

Being a strip of land twenty feet (20') in uniform width over, upon and through a portion of the Property, the general location of said Corridor may be described as beginning at the existing cut in the tree line located toward the northeast corner of the Town of Charlotte property known as "the Burns Parcel," which also holds the existing Village Loop Trail, running north along the westerly side of the Charlotte Village Partners, LLC property, easterly of the tree line on that parcel, then turning easterly at a point south of 279 Ferry Road and connecting with the driveway to Charlotte Town Hall and Charlotte Library.

