



TRAIL and TRAILHEAD EASEMENT AGREEMENT

AGREEMENT made this 2nd day of May, 2022 by and between **STILLPOINT MARTHA'S VINEYARD INC.**, of a Massachusetts corporation with an address of 20 Stillpoint Meadows Road, West Tisbury, MA 02575, its successors and assigns, being the owner of a certain parcels of land located on Stillpoint Meadows Road, in West Tisbury, Dukes County, Massachusetts, being more particularly described in a deed dated April 26, 2022 and recorded with the Dukes County Registry of Deeds in Book 1623, Page 638 (the "Grantor's Property"), its successors and assigns (the "Grantor"), and the **MARTHA'S VINEYARD LAND BANK COMMISSION**, a public body corporate having a principal place of business at 167 Main Street, Post Office Box 2057, Edgartown, Massachusetts 02539 (the "Grantee").

WHEREAS, the parties have agreed to the benefit of creating a trail and trailhead, on their approximate locations, and on the manner in which they shall be administered.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Grantor hereby grants to the Grantee, with quitclaim covenants, a perpetual right and easement over, and across a ten (10) foot wide strip of land across Grantor's Property, to be located in the approximate area denoted on **Exhibit A** by dotted lines and identified as "trail easement" ("Trail Easement" or the "Trail"); and over, and across a portion of Grantor's property in an area to be designated by mutual agreement of the parties and to be termed "Trailhead," with access thereto on foot, by bicycle or by vehicle (the "Trailhead Easement" or the "Trailhead") (collectively, the Trail Easement and Trailhead Easement may hereinafter be referred to as the "Easement Area").

FOR NO MONETARY CONSIDERATION

2. The Trail Easement shall be utilized for the sole and exclusive purpose of providing pedestrian, equestrian and non-motorized bicycle access to the Grantee, its guests and invitees, for the purpose of passive recreation, nature study and scenic enjoyment, and shall consist of a trail (the "Trail") which, as constructed, shall be no greater than six (6) feet in width (unless otherwise authorized by the Grantor).

3. The Trailhead Easement shall constitute an area for not more than three (3) parking spaces suitable to comfortably accommodate not more than three (3) passenger vehicles.

4. The Trail and Trailhead shall be constructed and maintained exclusively by the Grantee at Grantee's expense.

5. The Grantee shall have the right to remove such trees, brush and

obstructions from the Easement Area as may be reasonably required for the construction of the Trail and the Trailhead, and the right to mark the Trail with markers in order to guide users along its course. The Grantee shall also have the right to seek such permits, in the name of Grantor, as may be required for the construction and maintenance of the Trail and Trailhead.

6. Once the Trail is created, the Grantee shall have the right, within the Easement Area, to cut, trim, clear and remove outgrowths of brush, other vegetation and any other obstructions, to the extent reasonably necessary to facilitate the uses intended hereby.

The Grantee, its agents, employees or representatives, may use power equipment and/or motorized vehicles as necessary for the purpose of construction and maintenance of the Easement Area.

7. The precise location of the Trail shall be established by the cutting of the Trail and shall consist of the Trail and two strips, both two (2) feet in width on either side of the Trail, such that the total width of the Trail is never more than ten (10) feet. The precise location of the Trailhead and access thereto on foot, by bicycle or by vehicle, shall be determined by the mutual agreement of the parties and may be relocated, prior to its construction, at the request of either Grantor or Grantee to a location mutually agreed upon by the parties and, in any event, a trail meeting the specifications in paragraph no. 2, above, shall at all times connect the Trailhead and the Trail.

8. All expenses associated with or arising out of the construction of the Trail or the Trailhead, and their maintenance and/or improvement, shall be borne solely by or on behalf of the Grantee. The Grantor shall have no responsibility or obligation to maintain or repair the Trail or Trailhead or liability relating thereto.

9. The easement hereby conveyed does not grant to the Grantee or to the public or to any private person any rights in, under or across any portion of the Grantor's property other than the Easement Area.

10. The Grantee agrees to defend, indemnify and save the Grantor harmless from any and all liability, loss, injury, claim, cost, expense (including reasonable attorney fees) or damage to or of any persons or property while in the Easement Area or as a result of the use of the Easement Area by the Grantee or its guests or invitees, unless caused by the fault or negligence of the Grantor or Grantor's agents or invitees.

11. The parties agree that the Grantor shall seek approvals and permits to utilize Grantor's Property for various activities pertinent to Grantor's goals. Construction of the Trailhead and Trail easements shall not be commenced until the first to occur of (i) nine (9) months after the date of recording of this Easement, or (ii) the Grantor has received a final decision on said approvals and permits, unless otherwise agreed upon by the parties.

12. This instrument, executed in multiple counterparts, is to be construed pursuant to Massachusetts law, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by Grantor and Grantee. If two or more persons are named herein as Grantor and Grantee their obligations hereunder shall be joint and several.

13. The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail and Trailhead.

[remainder of page intentionally blank, signatures to follow]

EXECUTED as a sealed instrument on the day and date first above written.

GRANTOR:

GRANTEE:

Stillpoint Marthas Vineyard, Inc.

MARTHA'S VINEYARD LAND BANK COMMISSION

By: Thomas J Bena
Thomas Bena, President

By: _____
Pamela Goff, its Chairman

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this 29th day of April, 2022, before me, the undersigned notary public, personally appeared Thomas Bena, proved to me through satisfactory evidence of identification, which was a Personal Knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]
Notary Public
My commission expires: 12-14-2023
AFFIX SEAL:

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Pamela Goff, Chairman of the Martha's Vineyard Land Bank Commission, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, on behalf of the said Martha's Vineyard Land Bank Commission.

Notary Public
My commission expires:
AFFIX SEAL:

EXECUTED as a sealed instrument on the day and date first above written.

GRANTOR:

GRANTEE:

MARTHA'S VINEYARD LAND
BANK COMMISSION

Pamela A Goff
Pamela Goff, its Chairman

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:
AFFIX SEAL:

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this 2nd day of May, 2022, before me, the undersigned notary public, personally appeared Pamela Goff, Chairman of the Martha's Vineyard Land Bank Commission, proved to me through satisfactory evidence of identification, which was a personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, on behalf of the said Martha's Vineyard Land Bank Commission.

M. McManus Hill
Notary Public
My commission expires:
AFFIX SEAL:



