

EASEMENT FOR TOWN OF CAMBRIDGE
FOR TRAILS ON VILLAGE WELLHEAD PROPERTY

To Village of Cambridge Trustees
from
From Krusch Preserve Committee

THIS EASEMENT AGREEMENT is made this 21st day of April, 2026 by and between The Village of Cambridge Trustees (the "Owner"), with a mailing address of PO Box 11, Cambridge VT 05444-0011 and the Town of Cambridge, a Vermont municipality (the "Town"), with a mailing address of PO Box 127 Jeffersonville, Vermont 05464.

RECITALS

WHEREAS, Owner is the owner of certain real property located in the Town of Cambridge, County of Lamoille, State of Vermont, more particularly described in a deed recorded at Volume 187 Page 346-348 of the Cambridge Land Records (the "Property"); and

WHEREAS, Town desires to establish, construct, operate, maintain, and repair a recreational path (the "Trail") for **public non-motorized recreational use**; and

WHEREAS, Owner is willing to grant to Town a perpetual easement over a portion of the Property for such purposes.

AGREEMENT

1. Grant of Easement

Owner hereby grants to Town, its successors and assigns, a perpetual, non-exclusive easement over that portion of the Property described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Area") for the purpose of establishing, constructing, operating, maintaining, repairing, and replacing the Trail for public pedestrian recreational use, **As on the adjacent Krusch Preserve, horseback riding or recreational use of motorized vehicles, including ATVs, dirt bikes, snowmobiles, are not permitted.**

2. Obligations

(A) Subject to the limitations contained in this Easement, The Town shall construct, manage, use, repair, and maintain the Trail at the Town's expense, including the right to construct, maintain, repair and replace permanent or temporary Trail structures. Trail structures include, but are not limited to: structures as needed to provide lateral support to the Trail, including, but not limited to, graded slopes and embankments; and temporary erosion control structures as needed during Trail construction and maintenance. The Town may deposit fill material reasonably necessary to construct and operate the Trail and Trail structures. The Town may also construct such water bars, and ditching, as may be reasonably necessary to prevent

erosion of the Trail and Trail structures, including the right to discharge water through said ditches away from the Trail and onto the Property.

(B) The Town may conduct vegetation management related to the Trail, including, but not limited to, cutting or removal of vegetation from the Easement Area to maintain clear passage over the Trail. The Town shall also have the right to plant, maintain, and prevent the cutting or removal of vegetation within the Easement Area as needed for aesthetics and for screening and buffering of the Trail.

(C) The Town may erect and maintain such fencing and barriers within the Easement Area as may be reasonably necessary to manage Trail access for public safety, for aesthetics, for screening and buffering of the Trail, and for other reasons consistent with the purpose of this Easement. In addition, the Town shall have the right to erect reasonable signs or other markings within the Easement Area to inform the public of the Trail locations or other Trail features. Owner shall not erect fences, barriers, or signs that impede access to or use of the Trail, but with the Town's prior approval, Owner may erect such fences, barriers, or signs on Easement Area borders as may be reasonably necessary to prevent the public from entering the Property outside the Easement Area.

3. Motor Vehicles

(A) The Town may operate motorized vehicles and equipment within the Easement Area only to construct, relocate, maintain, and repair the Trail. Motorized vehicles may also be operated in the Easement Area for medical emergencies.

(B) The Owner may operate motorized vehicles and equipment within the Easement Area in a manner that does not unreasonably interfere with the purpose of this Easement.

(C) Personal assistive mobility devices used by individuals with mobility disabilities shall be permitted and shall not be considered prohibited motorized vehicles.

5. Liability

(A) The Town agrees to indemnify and hold harmless the Owner from and against any claims, damages, or liabilities arising out of the Town's use and maintenance of the Easement Area, except to the extent caused by the negligence or willful misconduct of the Owner.

(B) The Town and Owner acknowledge that Owner has donated this Easement to the Town and is making the Property available to the public for recreational use for no consideration. Nothing in this Trail Easement and Use Agreement shall be construed as a limitation upon, or waiver of, the immunities and liability protections afforded Owner under 19 V.S.A. Section 2309, 12 V.S.A. Chapter 203, or 10 V.S.A. Chapter 20. It is the intent of The Town and Owner that Owner shall receive the full benefit and protection of those statutes.

(C) Nothing in this Easement shall be deemed to waive or limit any immunities, defenses, or liability protections available to the Owner or to the Town under Vermont law, including but not limited to governmental immunity. The Owner and the Town expressly reserve all such immunities and protections, and

no provision of this Easement shall be interpreted to expand the Owner or the Town's liability beyond that provided by law.

(D) The Town shall maintain, at its own expense, general liability insurance covering its activities within the Easement Area, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or such greater amounts as the Town reasonably determines to be appropriate. The Village of Cambridge shall be named as an additional insured on such policy. Upon request, the Town shall provide the Owner with certificates of insurance evidencing such coverage.

6. Reserved Rights

Owner reserves the right to use the Easement Area in any manner that does not interfere with the rights herein granted, including farming, forestry, and other traditional land uses.

7. Binding Effect

This Easement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

8. Recording

The Town shall record this Easement in the Cambridge Land Records at its expense.

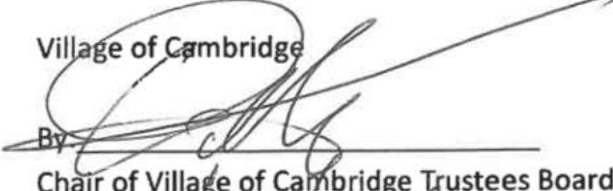
IN WITNESS WHEREOF, the parties hereunto set their hands and seals hereto.


Village of Cambridge Owner
Date: 5/29/2026

STATE OF VERMONT
COUNTY OF Lamoille

At, Cambridge Vermont, this 29 day of May, 2026 personally appeared
David Gabos and he/she acknowledged this instrument, by him/her
subscribed, to be his/her free act and deed.

Before me, Dana Wanan
Notary Public
My commission expires: 1-31-2027
#157.0006037

Village of Cambridge
By 
Chair of Village of Cambridge Trustees Board
Date: 5/29/2026

STATE OF
VERMONT
COUNTY OF
LAMOILLE

At Cambridge, Vermont, this 28th day of April,
2026, personally
appeared Mark Cody Marsh Selectboard Chair and Duly
Authorized Agent of
the Town of Cambridge, and he/she acknowledged this instrument, by
him/her subscribed, to
be his/her free act and deed and the free act and deed of the
Town of Cambridge.

Town of Cambridge

By: [Signature] Cody Marsh

Cambridge Select board Chair

Date: 4/28/26

Before
me, Denise Kellner
Notary
Public
My commission expires:
1-30-27



EXHIBIT A

DESCRIPTION OF EASEMENT
LOCATION

Being the area located on the Owner's property shown below and
incorporated herein.

Map of property showing location of
Easement area : Attachment A

Attachment A to the Village of Cambridge Wellhead Easement

Village of Cambridge Town Well Property

Approximate Trail Routes
On The Wellhead Property

Approximate Trail Routes
On The Adjacent Property

Ground Water Source Protection Zones

GW-SPA Zone 1

GW-SPA Zone 2

GW-SPA Zone 3

Dragon Brook

