



2016 00000830

Bk: 1398 Pg: 121 Doc: EASE
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TRAIL EASEMENT

AGREEMENT made this 25th day of Jan, 2016, by and between Donald Roderick Welles III and Alison Bryan Hammond, Trustees of The 1034 State Road Nominee Trust, u/d/t dated September 7, 2006 and recorded in Dukes County Registry of Deeds in Book 1094, Page 947, with an address of P.O. Box 536, Vineyard Haven, MA 02568 (hereinafter, together with their successors and assigns collectively, "Grantor") and the Martha's Vineyard Land Bank Commission, a public body corporate having a principal place of business at 167 Main Street, Edgartown, Massachusetts 02539 (the "Grantee").

WHEREAS, the Grantee wishes to create a trail on a portion of a certain parcel of land owned by the Grantor located at 1034 State Road in West Tisbury, Massachusetts as described in deed to Grantor recorded in the Dukes County Registry of Deeds in Book 1094, Page 951 (the "Premises");

WHEREAS, the Premises are subject to an existing, non-exclusive easement, more particularly described in deed dated May 15, 1998 and recorded in said registry in Book 729, Page 853 (the "Easement");

WHEREAS, the Grantee agrees to manage said trail, subject to and mindful of the rights of the existing Easement holder or holders; and

WHEREAS, the parties have agreed to the benefit of such a trail, on its approximate location (see Exhibit "A", attached hereto), and on the manner in which the trail shall be administered;

NOW, THEREFORE, in consideration of payment of Six Hundred Fifty Dollars (\$650) by the Grantee to the Grantor and 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 for the benefit of the Grantee, with quit claim covenants, a perpetual right and easement over, under and across a ten (10) foot wide strip of land across the Premises, to be located in the approximate area denoted on Exhibit "A" by a dotted line and identified as "Trail Easement".

Such right and easement shall be utilized for the sole and exclusive purpose of providing pedestrian, equestrian and non-motorized bicycle access to the Grantee, its agents,

MASSACHUSETTS EXCISE TAX
Dukes County ROD #8 001
Date: 02/10/2016 02:12 PM
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Fee: \$4.56 Cons: \$650.00

representatives, guests and invitees, over, under and across a trail (the "Trail") to be established in the Trail Easement to be used for the purpose of passive recreation, nature study and scenic enjoyment. The Trail shall be created, maintained and controlled by or on behalf of the Grantee, its agents or representatives in accordance with the provisions set forth herein.

- (2.) The Grantee shall take no actions which would result in prohibition of, or interfere with, the rights described in the Easement within that portion of the Trail Easement that coincides with the Easement area (indicated on Exhibit "A" as "Driveway Segment").
- (3.) The Trail as constructed shall be no greater than four (4) feet in width (unless otherwise authorized in writing by the Grantor).
- (4.) The Grantor authorizes the Grantee to remove such trees, brush and obstructions from the Trail Easement as may be reasonably required for the construction of the Trail and 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 the Grantor, as may be required for the construction and maintenance of the Trail.

- (5.) Once the Trail is created, the Grantee shall have the right, within the Trail Easement, 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.

Notwithstanding the above, the Grantee may use such power equipment and/or motorized vehicles as may be reasonably necessary for the construction and maintenance of the Trail.

- (6.) The Grantee shall have the right at any time and from time to time, with the prior written consent of the Grantor, to relocate the Trail within the Trail Easement.
- (7.) The parties agree that no improvements other than the Trail and the pre-existing driveway and underground utility lines shall be made or permitted in the Trail Easement.
- (8.) All expenses associated with or arising out of the construction of the Trail, or its maintenance 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.
- (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 Premises other than the Trail Easement. The Grantee agrees to erect a split-rail fence along the east edge of the southern segment of the Trail Easement, as indicated on Exhibit "A". The Grantee also agrees to plant vegetation or take whatever measures it deems reasonably necessary or appropriate to protect the Grantor's privacy, subject to the prior written consent of the Grantor.
- (10.) The Grantee agrees to defend, indemnify and save the Grantor harmless from any and all liability, loss, injury, claim or damage to or of any persons or property while on the Premises, unless caused by the fault or negligence of the Grantor.
- (11.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.

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

GRANTOR:

GRANTEE:

The 1034 State Road Nominee Trust

Martha's Vineyard Land Bank Commission

Donald Roderick Welles III
Donald Roderick Welles III, Trustee

Pamela Goff, Jr.
Pamela Goff, Jr., Chairman

Alison Bryan Hammond
Alison Bryan Hammond, Trustee

COMMONWEALTH OF MASSACHUSETTS

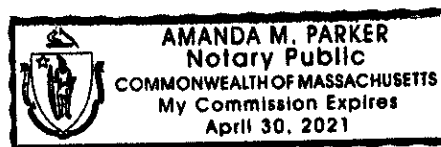
Dukes County

On this 19th day of January, 2015, before me, the undersigned Notary Public, personally appeared Donald Roderick Welles III, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of The 1034 State Road Nominee Trust.

Amanda Parker
Signature of Notary Public

Amanda Parker
Printed Name of Notary

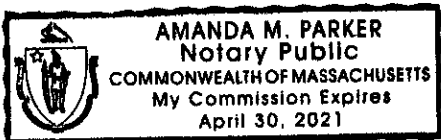
My commission expires: April 30th 2021



COMMONWEALTH OF MASSACHUSETTS

Dukes County

On this 19th day of JANUARY, 2016, before me, the undersigned Notary Public, personally appeared Alison Bryan Hammond, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of The 1034 State Road Nominee Trust.



[Handwritten Signature]
Signature of Notary Public

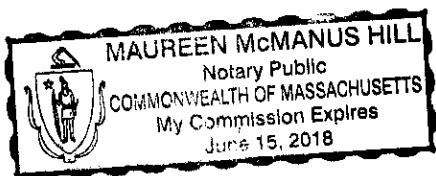
Amanda Parker
Printed Name of Notary

My commission expires: April 30th 2021

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County

On this 26th day of January, 2016, before me, the undersigned Notary Public, personally appeared Pamela Goff, Chairman as aforesaid, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Martha's Vineyard Land Bank Commission.

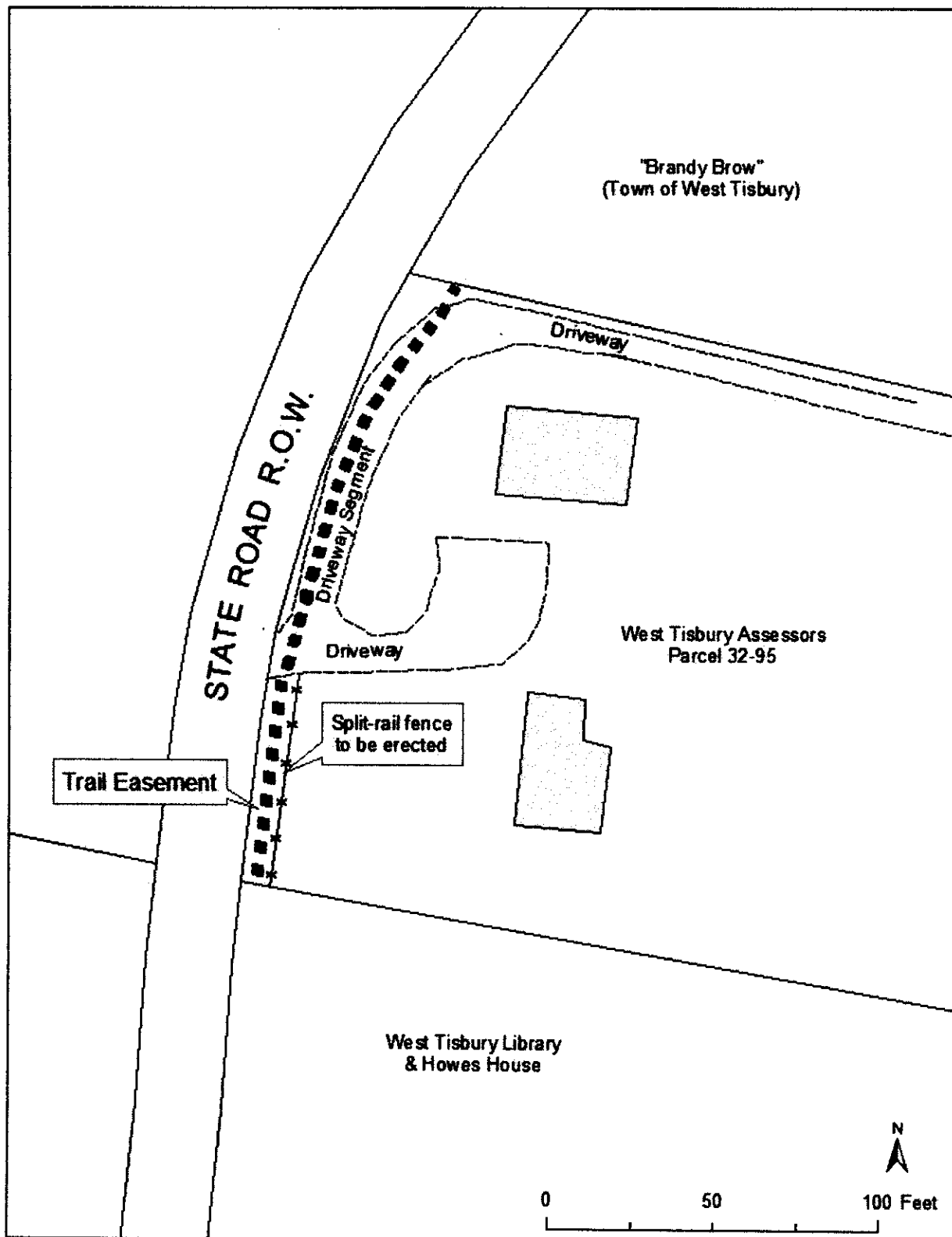


[Handwritten Signature]
Signature of Notary Public

Maureen McManus Hill
Printed Name of Notary

My commission expires: June 15, 2018

Exhibit "A"



@_bvm vc, 2015-03-02;
Y:Bl_Temp/Maps/Trails/WT/Welles_esmt_exhibit

Attest:

Deanne E. Powers Register