

TOWN OF CAMBRIDGE

Nº 3266

P.O. BOX 127

JEFFERSONVILLE, VERMONT 05464

March 26, 2020 \$ 4525.00

RECEIVED OF
~~DATE~~

} Sheehy Furlong + Behm

Four thousand five hundred twenty five — Xx

100 DOLLARS

FOR

Recording a Grant of Easement
Re: Mylce + 284 Homeowners names

TOWN TREAS. & CLERKS

BY

Dana Warden

GRANT OF EASEMENT

The date of this Grant of Easement (this "Grant") is January 21, 2020. It is made by

Smugglers' Notch Management Company, Ltd.

4323 Vermont Route 108 South

Smugglers' Notch, Vermont 05464-9537

a Vermont corporation ("Smugglers").

Recitals

A. Smugglers' operates the Smugglers' Notch Resort (the "Resort") in Cambridge, Vermont, a self-contained community located at the base of or nearby to Morse Mountain. Morse Mountain, together with Madonna Mountain and Sterling Mountain, make up the lands of the Resort; portions of the ski terrain are leased from the State of Vermont.

B. The Resort consists of 674 privately owned single family lots, condominium apartments, townhouses, and apartments; various facilities owned by Smugglers' or its affiliates including alpine and Nordic slopes and trails, heated swimming pools, tennis courts, a multi-functional conference and meeting center, a country store, a sports shop and an equipment rental shop, a children's nursery and childcare center, the Fun Zone 2.0, a health spa, a post office, restaurants, and lounges; a public water system and sewer system; and approximately 16,500 feet of private roads owned by Smugglers'.

C. 286 of the condominium apartments and townhouses are in "whole" ownership; that is, their owners own the entire interest in their respective dwellings (condominiums or townhouses) in fee simple ownership. These apartments and townhouses are commonly categorized as follows:

Property	Ownership	Number
Commons	Whole	11
Countryside	Whole	04

Creekside	Whole	06
Hakone House	Whole	24
Liftside	Whole	60
Mountainview	Whole	44
Nordland Villa	Whole	25
Poolside	Whole	12
Riverside	Whole	24
Slopeside	Whole	18
Sterling	Whole	10
Telemark	Whole	08
Trailside Executives	Whole	28
Villmarksauna	Whole	10
Woodrun	Whole	02

D. From time to time in the past, some owners of “whole” ownership condominium apartments and townhouses have claimed entitlement to access to and to make use of certain facilities at the Resort owned by Smugglers’. Smugglers’ has claimed that there is no entitlement. However, in order to resolve this disagreement, Smugglers’ has offered to provide the easement rights as set forth in this Grant in compromise of the claims.

Terms and Provisions

Section 1. Definitions.

As used in this Grant, the following capitalized terms shall have the meanings set forth below:

“Accompanied Guest” - an individual (who is not a member of the Homeowner’s Immediate Family) residing in a Whole Ownership Unit without consideration at a time when the Homeowner or a member of the Homeowner’s Immediate Family is occupying the Whole Ownership Unit

“Benefitted Homeowner” - a Homeowner (a) who is a member of the Class as described in the Class Action Final Order and (b) whose Whole Ownership Unit has the benefit of this Grant and his, her or its heirs, successors and assigns; if the Benefitted Homeowner is not a natural person, the individual (21 years of age or older) designated in writing to Smugglers’ by the Benefitted Homeowner

“Class Action Final Order” - the Final Order, dated November 26, 2019, in *Smugglers’ Notch Management Company, Ltd. v. Timothy M. White and Richard J. White* (Vermont Superior Court, Lamoille District Docket No. 115-5-13 Lecv)

“Easement Facilities” - Lands located as depicted on the Plan with improvements thereon, being on the date hereof (a) the Courtside pool area in its present form (including its slide, changing rooms and bathrooms); (b) the miniature golf course located at the rear of the so-called Fun Zone 2.0; and (c) the existing six tennis courts (which do not include the former tennis courts

on which the so-called Fun Zone 2.0 or adjacent parking lot are located); and six tennis courts identified as "Two Tennis Courts" and "Four Tennis Courts"

"Easement Facilities Fee" - as set forth in **Schedule 1**

"Homeowner's Immediate Family" - the spouse, children, current spouses of children, father, mother and grandchildren of a Benefitted Homeowner as identified to Smugglers'

"Other Recreational Facilities" - recreational facilities located at the Resort and owned by Smugglers, commonly known as Mountainside pool area, the skate park/berm, Fun Zone, Village Operation Center, basketball and volleyball courts, Notchville Park, the Highlands day lodge, and the front entrance pond

"Plan" - a plat entitled

Property of
Smugglers' Notch Management Company, Ltd.
Survey Showing Easement Facilities
in
Cambridge, Vermont

dated August 7, 2019, prepared by Grenier Engineering, P.C., recorded in Map Slide 254E of the Land Records of the Town of Cambridge

"Resort" - as set forth in Recital A

"Rule" - a policy, guideline, restriction, procedure or regulation which governs conduct of a person or use of an Easement Facility

"Smugglers" - as set forth above, and its successors and assigns

"SNHA" - the Smugglers' Notch Homeowners Association, Inc., currently a voluntary association, and its successors and assigns, which represents a majority of the owners of Whole Ownership Units, acting through its Board of Directors; or such other association which represents a majority of the owners of Whole Ownership Units

"Whole Ownership Unit" - a dwelling owned by a Benefitted Homeowner, being one of the condominium apartments or townhouses at the Resort committed to "whole" ownership, whether described as an apartment, townhouse, unit or otherwise

Section 2. Easement for Easement Facilities.

(a) **Grant of Easement.** Smugglers', its successors and assigns, ("Grantor") in consideration of the foregoing, the release language provided herein by the Benefitted Homeowners and other good and valuable consideration, the receipt of which are hereby acknowledged, intending to be legally bound, by these presents does hereby **REMISE**,

RELEASE, AND FOREVER QUITCLAIM unto each Benefitted Homeowner listed on **Exhibit A** and their heirs, successors and assigns, a non-exclusive perpetual easement, in common with others, for access to and use of the Easement Facilities, it being the specific intent of the Grantor to grant this easement as a property right for the benefit of the Whole Ownership Units listed on **Exhibit A**. Each Benefitted Homeowner shall be subject to such Rules and the requirement to pay a fee for use of the Easement Facilities as Smugglers' may impose pursuant to **Schedule 1** at any time and from time to time, and the appurtenant right to extend that easement to each member of the Homeowner's Immediate Family and each Accompanied Guest at all times. Smugglers' shall supplement and amend **Exhibit A** from time to time upon receipt of a notice from a successor owner as provided in subsection (c).

- (b) The easement described in subsection (a)
 - (i) is and shall be appurtenant to the Whole Ownership Unit of the Benefitted Homeowner and may not be severed therefrom; shall run with the land; and is subject to the other rights created or reserved by Smugglers' in this Grant.
 - (ii) requires a Benefitted Homeowner to pay an annual fee (the "Easement Facilities Fee") as described in **Schedule 1** and comply with terms of Section 4.
 - (iii) is subject to the following rights:
 - (A) Smugglers' may replace the recreational use of an Easement Facility with an enhanced or equivalent recreational use within the boundaries of the lands depicted on the Plan; or
 - (B) Smugglers' may replace the recreational use with an enhanced or equivalent use outside the boundaries of the lands depicted on the Plan; or
 - (C) Smugglers' may make a non-recreational use of lands comprising an Easement Facility depicted on the Plan and replace the recreational use with an enhanced or equivalent recreational use within or outside the boundaries of the lands depicted on the Plan.

At least one year prior to removing an improvement to an Easement Facility to be replaced outside the boundaries of the lands depicted on the Plan, Smugglers' shall present to the Benefitted Homeowners conceptual plans for the proposed replacement recreational facility and data and market comparisons to other resorts similar to the Resort to justify the alternative as an enhancement of the guest experience. The Benefitted Owners shall not unreasonably withhold, delay or condition approval of the alternative. The rights under this Grant which had applied to the replaced Easement Facility shall apply to the replacement recreational facility and Smugglers'

shall grant a new Easement Deed to reflect any relocation of the easement outside the boundaries of the lands depicted on the Plan.

- (iv) access to and use of the Easement Facilities is subject to suspension for failure to pay when due all sums due Smugglers' on account of fees and costs.

(c) A successor owner of a Whole Ownership Unit that is not a successor to a Benefitted Owner may, within 60 days from acquisition of the Whole Ownership Unit, elect to have the benefit and burdens of this Grant on notice to Smugglers'.

Section 3. Release.

For good and sufficient consideration, the receipt of which is hereby acknowledged, each Benefitted Owner shall be deemed to have, and by operation of the Class Action Final Order shall have, fully, finally and forever released, relinquished and discharged Smugglers' from each and every claim or cause of action whatsoever that the Benefitted Owner has or had an express or implied easement or other property right to use the Easement Facilities or Other Recreational Facilities, including any right arising from plats, plans or drawings recorded in the Land Records of the Town of Cambridge, including (but not limited to) those recorded in Map Book 1 and Map Slides 1, 7, 13, 14, 49 and 50. Notwithstanding the foregoing, and for avoidance of doubt, nothing contained in this Release shall (a) affect any Benefitted Owner's right to access, use or cross those open lands historically identified as the "Common Lands" on the portion of the Resort identified on Map Slide 49 or (b) release any rights of Smugglers' to develop its property. This Release is not intended to release any future claims by the Benefitted Homeowners to enforce the terms of this Grant of Easement.

Section 4. Rules; Violations; Enforcement.

(a) By acceptance of this Grant as evidenced by its recording in the Land Records of the Town of Cambridge, each Benefitted Homeowner having the benefit of this Grant shall be bound by, and each covenants and agrees to abide by, reasonable Rules imposed by Smugglers' relating to the safe and healthful use and operation of the Easement Facilities.

- (i) the Benefitted Homeowners having the benefit of this Grant receive written notice of a Rule prior to the adoption and an opportunity to be heard as to the substance of the proposed Rule;
- (ii) a Rule relating to hours of operation, conduct and the like shall be prominently posted at the location of the Easement Facility and available for review.
- (iii) a Rule shall apply equally to all users;
- (iv) the Courtside pool shall be available for use on a first come, first served basis, subject to posted maximum capacity restrictions. The tennis courts

included in the Easement Facilities shall be available for use on a first come, first served basis, consistent with such reasonable reservation arrangements as Smugglers' may from time to time implement, provided that the reservation arrangements shall not give priority to classes of users such as, by way of example, Accompanied Guests, Smugglers' customers, Benefitted Homeowners and Homeowner's Immediate Family;

- (v) No representation or warranty is made or authorized by Smugglers' that an Easement Facility is of a size or capacity to accommodate all persons who may be authorized and desire to use them at any one time. Smugglers' shall make reasonable efforts under the circumstances to provide other suitable structures or programs if the Courtside Pool is unavailable, but Smugglers' shall have no duty to so do and no responsibility for any cost incurred by the excluded person in securing alternates or substitutes if capacity is exceeded;
- (vi) if the SNHA objects to a proposed Rule, the proposed Rule shall be subject to good faith negotiations between Smugglers' and the SNHA.

(b) Smugglers' shall have the authority to reasonably enforce a Rule adopted pursuant to subsection (a).

(c) No Benefitted Homeowner shall have the right to vote on or approve any matter relating to the management or operation of an Easement Facility.

Section 5. Preferences.

Except as otherwise provided in this Grant of Easement, no preference, favoritism or special treatment shall be given and no exclusion shall be applied, to any user of an Easement Facility or alternative program or service on account of the user's status as a Benefitted Homeowner, Smugglers' customer, Accompanied Guest or Homeowner's Immediate Family.

Section 6. Incorporation by Reference, etc.

(a) Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

(b) The Recitals are incorporated herein.

(c) The captions of the Articles, Sections, subsections and paragraphs in this Grant are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Grant. As used herein the singular shall include the plural and the masculine shall include the feminine and neuter.

[signature page follows]

Smugglers' Notch Management Company, Ltd.

By: 
Its Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Cambridge in said county and state this 21 day of January, 2020, personally appeared William P. Stritzler, duly authorized agent for **Smugglers' Notch Management Company, Ltd.**, and he acknowledged the signing of this instrument to be his free act and deed and the free act and deed of **Smugglers' Notch Management Company, Ltd.**

Before me, 
Notary Public

Print Name: _____
Carl H. Lisman
Notary Public State of Vermont
Credential #: 157.0009047
Commission Expires: 1/31/21

My Commission Expires: 01/31/21

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Exhibit A

Benefitted Homeowners

Property

Unit No.

Owner

Property	Unit Number	Owner
Commons	01	Norman Cruz Revocable Trust & Elba I Guzman Cruz Trust
Commons	02	Donald P Devane Trust & Kathleen T Devane Trust
Commons	03	Arthur and Jane Schoeller
Commons	04	Richard & Timothy White
Commons	05	Botjer Family Revocable Trust
Commons	06	Ross & Dianne Felten
Commons (Countryside)	08	Aleksey Mikheyev
Commons (Countryside)	09	Suzanne & Scott Vail
Commons (Countryside)	10	David & Rebecca Woolley
Commons	11	Jeremy & Kasey Trujillo
Commons	12	Jeffre & Anna Berman
Commons	13	Alan, Clair, David, Linda and Alison Perry
Commons	14	Allen & Margaret Goldman
Commons	15	Kenneth Wagner & Josephine Cardone
Commons (Creekside)	25	Robert D. Oehrlein Revocable Trust & Jane Oehrlein Revocable Trust
Commons (Creekside)	26	Ronald & Sara Freeling
Commons (Creekside)	27	Steven & Emily Roy
Commons (Creekside)	28	Barbara A. Difilippo
Commons (Creekside)	29	William & Stacey Clarke
Commons (Creekside)	30	Gordon Schneider
Hakone House	01	James Hodge Revocable Living Trust & Carole Hodge Revocable Living Trust
Hakone House	02	Concetta McParland
Hakone House	03	Igor Nikonorov & Tatiana Alyonycheva
Hakone House	04	Robert H Siegel Revocable Living Trust
Hakone House	05	Ronald & Daniele Bick
Hakone House	06	Douglas Denniston
Hakone House	07	Michael Sinz & Theresa Zurbach-Sinz
Hakone House	08	James & Claire Franklin
Hakone House	09	Robert & Lorena Zeller
Hakone House	10	Jill Lundberg
Hakone House	11	Igor Nikonorov & Tatiana Alyonycheva
Hakone House	12	Steven L & Rebecca A. Brown
Hakone House	13	Florrie Paige
Hakone House	14	Janice Newman
Hakone House	15	John Kotchkowski & Donna Yenish-Kotchkowski
Hakone House	16	Richard & Iris Whalen
Hakone House	17	Patricia McCarthy & Joseph Helstrom
Hakone House	18	Goose Creek Enterprises, LLC
Hakone House	19	Tu Zhang Living Trust
Hakone House	20	Manuel & Astrith Lopez Fernandez
Hakone House	21	Thomas & Laura Brophy
Hakone House	22	Deborah Peter Peacock
Hakone House	23	Jay Lipman & Susan Welgrin
Hakone House	24	Stan Luke & Young-Jae Kim

Liftside	01	Anthony Rosenzweig & Debra F. Winestein
Liftside	02	KMTC Properties, LLC C/O Kevin Rohrbacher
Liftside	03	Richard Sargent Supplemental Needs Trust
Liftside	04	Ernest Simuro
Liftside	05	Steven & Tomi Tanghe
Liftside	06	James & Mary Lynne Barker
Liftside	07	Robert & Eileen Block
Liftside	08	Patricia Magyar
Liftside	09	Steven Schuster & Monica Kaiser
Liftside	10	Thomas J. & Lois M. McKeown
Liftside	11	Leslie & Janet Curtis
Liftside	12	Michele & Kevin Cloke
Liftside	13	George & Gabrielle Jathas
Liftside	14	J P Investments Group LLC
Liftside	15	Barry & Cynthia Lawson
Liftside	16	Bruce & Patricia Ballentine
Liftside	17	Cynthia & Taras Kucher
Liftside	18	Block Family Trust
Liftside	19	Jacob J. Pruiksma Jr. & Lucia M. Homick
Liftside	20	Jacob J. Pruiksma & Lucia M. Homick
Liftside	21	Rocma, Corp.
Liftside	22	John Glover
Liftside	23	Robert & Karen Williams
Liftside	24	Kent R. Weber & Geraldine M. Weber
Liftside	25	Steven & Susan Mendelsohn
Liftside	26	Zoran Radonjic & Dragana Kobal
Liftside	27	Calamita One LLC
Liftside	28	Mark Davis
Liftside	29	Susanti & Kristin Chowdhury
Liftside	30	John & Linda McDowell
Liftside	31	Daniel & Martha Widmeyer
Liftside	32	Abby Kalotkin
Liftside	33	Thomas Baster
Liftside	34	Thomas E., Wedny M., Andrew T. and Pamela J. Baster
Liftside	35	Lorrie Korn
Liftside	36	Ronald Schiller & Shari Dloss-Schiller
Liftside	37	Kristen Sullivan
Liftside	38	Kristen Sullivan
Liftside	39	David & Barbara Galler
Liftside	40	Nancy N. Derlath 2006 Living Trust
Liftside	41	Matthew & Peggy Tilles
Liftside	42	Matthew & Peggy Tilles
Liftside	43	Dennis & Carolyn Uhrich
Liftside	44	Loris Ebner
Liftside	45	Cheryl Desmarais
Liftside	46	Dawn Brown
Liftside	47	Edythe Dloss Revocable Living Trust

Liftside	48	Edythe Dloss Revocable Living Trust
Liftside	49	David & Erin Lockhart
Liftside	50	William Stritzler
Liftside	51	Marc & Daryl Moscovitz
Liftside	52	Marclay & Thomas Davis
Liftside	53	Robert S. Nagler & Linda P. Nagler Revocable Trust
Liftside	54	August & Kathleen Grossman Family Trust
Liftside	55	Brian L. Brady, Brian H. & Sherry Delehanty
Liftside	56	Hiberna Verto, LLC & Phillip and MaryAnn Hurley
Liftside	57	James & Maureen Dipsaquale
Liftside	58	Robert & Karen Williams
Liftside	59	Robert & Elizabeth Meny
Liftside	60	Roger W. & Judith A. Ireson
Mountain View	01	Justin & Rebecca Horne
Mountain View	02	Michael J & Tina Rembish
Mountain View	03	Jeannette & Matthew Lloyd
Mountain View	04	Edward & Kristine Desciak
Mountain View	05	Mark R. Horne Family Trust and Gail R. Horne Family Trust
Mountain View	06	Snugglers 5 LLC
Mountain View	07	Robert & Michelle Desautels
Mountain View	08	Peter Derosa
Mountain View	09	John & Patricia Morley
Mountain View	10	Richard & Joan Miller
Mountain View	11	Christian Stagis & Tiffany Palacz
Mountain View	12	Claire Sloan
Mountain View	13	Sean & Cara Soper
Mountain View	14	Barbara & Michael Lewis
Mountain View	15	Philip G. Beaupre
Mountain View	16	Gordon Schneider
Mountain View	17	William J. & Gail C. Spataro
Mountain View	18	Michael & Carolyn Kelemen
Mountain View	19	Stephane Perron & Caroline Garneau
Mountain View	20	Cornelia & Rainer Thoma
Mountain View	21	J H Snider
Mountain View	22	Timothy B. & Joan M. Mcquade
Mountain View	23	Judith Char Revocable Trust & Jerome Char Revocable Trust
Mountain View	24	Janice Newman
Mountain View	25	Craig & Kristen Marshall
Mountain View	26	Linda Alzayani
Mountain View	27	John Milton & Anastasia Dowling
Mountain View	28	Lisa Aron Williams
Mountain View	29	Anna Roma Russell & John James Russell
Mountain View	30	Nancy Kelley Hershey Revocable Trust No. 2
Mountain View	31	AMR Services LLC. & Mark & Agnes Rubin
Mountain View	32	James & Brenda Howlett

Mountain View	33	Garth & Sarah Lorimer Turner
Mountain View	34	Todd & Jane Grice
Mountain View	35	Michael J. & Courtney L. O'Malley
Mountain View	36	Philip & Marlene Rutkin
Mountain View	37	Dr. C. Ken Chew
Mountain View	38	Taras & Cynthia Kucher
Mountain View	40	Andrea Kotch
Mountain View	41	Ari & Robin Milstein
Mountain View	42	Glenn Pavlicek & Anita Penta, Charles & Maureen Penta
Mountain View	43	Charles & Margaret Grey
Mountain View	44	Nathaniel Gould
Nordland Villa	01	Lori & Kenneth Lass
Nordland Villa	03	Timothy Murphy
Nordland Villa	05	Judith D. Pagano
Nordland Villa	06	Lynda Anne Szczech & Peter Cornwell
Nordland Villa	07	James Considine
Nordland Villa	08	David & Elise Twyman
Nordland Villa	09	Thomas Hinman Sr. & Ashley Joiner
Nordland Villa	10	Michael Slater & Nancy Allison-Slater
Nordland Villa	11	Larry & Mary Parker
Nordland Villa	12	Katrina Jangraw
Nordland Villa	13	Frank & Barbara Barkocy
Nordland Villa	14	Martin Green
Nordland Villa	15	Beautiful Moon LLC
Nordland Villa	17	Hubert G.Thom Holding Ltd.
Nordland Villa	18	Fun Vacactions, LLC
Nordland Villa	19	James & Judith Considine
Nordland Villa	20	Cylde & Carol Furuta
Nordland Villa	21	Ronald F. Graham Revocable Trust
Nordland Villa	22	Chad & Aimee Fellows
Nordland Villa	24	Lisa Butler
Nordland Villa	25	Piper & Britton Hollis
Nordland Villa	27	Thomas & Amy Plog
Nordland Villa	28	Michael John Woulff & Marie Lara Woulf
Nordland Villa	29	Michael & Marian Teehan
Nordland Villa	30	Viviane Nasr
Poolside	01	Roy & Laura Givon
Poolside	02	Roy & Laura Givon
Poolside	03	Robin & Suzanne Gagnon
Poolside	04	Marc & Jill Waldman
Poolside	05	Steven & Angela Girardi
Poolside	06	Terri Silver
Poolside	07	Malcolm & Glenna Sue Kahn

Poolside	08	Adam & Victoria Lipinski
Poolside	09	Michael & Susan Katz
Poolside	10	Jason & Gina Kahn
Poolside	11	James & Barbara Biringer
Poolside	12	Michael & Dawn Lenzi
Riverside	37	Robert Janelli
Riverside	38	Robert & Harriet Boxer
Riverside	39	Judith Brennan & Daniel King
Riverside	40	Jose Aquino & Marjorie Robb-Aquino
Riverside	41	Carrie Lindower
Riverside	42	Barbara & Jack Palmadesso
Riverside	43	Nan & Chonnakarn Raviwongse
Riverside	44	Nathaniel Arai & Katherine First
Riverside	45	Robert & Deborah Cicerone
Riverside	46	Dominique Caron
Riverside	47	Daniel & Michelle Boyer
Riverside	48	Lewis Vacation Nominee Realty Trust
Riverside	49	Deborah Frank & Susan Black
Riverside	50	William & Angela Botz
Riverside	51	Damon & Catherine Urso
Riverside	52	Rene & Christine Carriere
Riverside	53	Ronald & Theresa Wolf
Riverside	54	Bruce & Anne Perry
Riverside	55	Richard Kershen & Louisa Kalsner
Riverside	56	Douglas & Susan North
Riverside	57	Trifecta Holdings
Riverside	58	Anna & Andrzej Rokicki
Riverside	59	John Gray [sic] Waldvogel & Elizabeth Waldvogel
Riverside	60	Charles N. Dinklage & Kendra G. Sowers
Slopeside	25	Jeffrey Quinlan & Sarah Jorgensen
Slopeside	26	Donald C. Ranagan & Carrie Bicknell
Slopeside	27	John & Carrie Queenan
Slopeside	28	Heiko & Diane Folkerts
Slopeside	29	Anthony Dell & Michelle Rozendaal
Slopeside	30	Roger & Elaine Klein
Slopeside	31	Darryl & Kathryn Teal
Slopeside	32	John & Laura Ferguson
Slopeside	33	Regina & Robert Gramss
Slopeside	34	Mountain Haven Holdings, LLC
Slopeside	35	Donna Telegades
Slopeside	36	Smuggler's Mountain Home LLC
Slopeside	37	Dansur Associates
Slopeside	39	Theresa M. Fleming
Slopeside	40	Carl & Ada St. Remy
Slopeside	41	Amado & Colette Rodriquez
Slopeside	42	David & Beverly Prince
Sterling	01	Mark R. & Gail R. Horne Family Trust

Sterling	02	Valerie Paul
Sterling	03	Valerie Paul
Sterling	04	Jack Trotta
Sterling	05	Brandon & Jennifer McCalman
Sterling	06	Jon Trupp, Christopher Trupp & Kimberly T. Walker
Sterling	07	Hamad Living Trust
Sterling	08	Stephen & Lucinda Morabito
Sterling	09	Michael Peter Madden
Sterling	10	Matthew W. Helm & Paula Rosenlicht
Telemark	01	Sarah & Daniel Curry
Telemark	02	Gary R. Acken & Sara Lloyd Truax
Telemark	03	Alan R. Gruber and Helen E. Gruber Revocable Trusts
Telemark	04	Amy Grillo, Timothy T. & Shawn Todd
Telemark	05	G. Allan, Barbara, J. Allan, Patricia & Stepehen Tramley
Telemark	06	Lisa & Marcio Moreira
Telemark	07	Patricia Mooney
Telemark	08	Gordon Schneider
Trailside Highlands	01	Darrell & Jessica Cafasso
Trailside Highlands	02	Stephen and Michele Hoey
Trailside Highlands	03	Koen Jansen & Susan Van Dijk
Trailside Highlands	04	Robert & Laura Franco
Trailside Highlands	05	Shawn Mack & Lori Leblanc-Mack
Trailside Highlands	06	Adam Rousselle
Trailside Highlands	07	Robert & Angela LaCaze
Trailside Highlands	08	Bertram Finn & Maricarmen Matanzo Finn
Trailside Highlands	09	Steven K. & Alexis Mantione, Mark L. & E. Hankin
Trailside Highlands	09	Mark & Sheila Hankin
Trailside Highlands	10	Ethan D. Corey & Amy B. Abramowitz
Trailside Highlands	11	Philip & Patricia Shotts
Trailside Highlands	12	Michael & Elizabeth Schweppe
Trailside Highlands	13	Gabriel Olivera
Trailside Highlands	14	Trailside 14 Corp.
Trailside Highlands	15	Ann Kristin Loeber Living Trust
Trailside Highlands	16	Joseph & Meghan Rini
Trailside Highlands	17	Brian & Barbara D'Arcy
Trailside Highlands	18	Lawrence Ottaviano & Karim Sayad
Trailside Highlands	19	Philip Hertzberg
Trailside Highlands	20	Charles & Ellen Blair
Trailside Highlands	21	Trailside 21 Corporation
Trailside Highlands	22	Trailside 22 Corporation
Trailside Highlands	23	Trailside 23 Corporation
Trailside Highlands	24	Patricia Knight
Trailside Highlands	25	Joel & Nancy Rabin, Rebecca F. & Leah L. Rabin
Trailside Highlands	26	Rowan & Grace Wilson
Trailside Highlands	27	Smuggs LLC Nicholas & Stacey Sitinas
Trailside Highlands	28	Zion H. Chen & Lisa L. Chen

Villmarksauna	01	Mary Lee Borislow Family Trust
Villmarksauna	03	Kenneth & Dorothea Pitt
Villmarksauna	08	Ernst Jacobsen
Villmarksauna	09	Frank & Ruth Anne Miller
Villmarksauna	11	Richard & Karen Kuhrt
Villmarksauna	12	Dwayne & Scardina Allen
Villmarksauna	13	Leonard Neirinck
Villmarksauna	15	Frank & Petra Conte
Villmarksauna	17	Long Trail Properties, LLC
Villmarksauna	21	Kevin & Michele Shields
Woodside	05	Peter & Beth-Ann Krinsky
Woodside	10	Allan & Nancy Armbruster

Schedule 1

The Easement Facilities Fee

1. The Easement Facility Fee for 2019 shall be \$500.00 (prorated for the portion of 2019 during which this Grant is in effect); if this Grant shall not be in effect on January 1, 2019, the Easement Facilities Fee shall be due and payable within 30 days after this Grant shall be in effect. Smugglers' shall bill the Easement Facilities Fee in the Homeowner statement rendered next following the date of this Grant.

2. The Easement Facility Fee for 2020 and each year thereafter shall be paid in advance commencing on January 1, 2020 and prior to January 1 in each subsequent calendar year during the term of this Grant. Smugglers' shall bill the Easement Facilities Fee in the Homeowner statement for the fourth quarter of each year.

(a) If funds are held by Smugglers' for a Benefitted Homeowner, Smugglers' shall pay the Easement Facilities Fee from those funds;

(b) if no funds are available or sufficient in amount, the Benefitted Homeowner shall pay the Easement Facilities Fee to Smugglers' at the following address or such other address as it may designate from time to time:

Smugglers' Notch Management Company, Ltd.
4323 Vermont Route 108 South
Cambridge, VT 05464

The Easement Facilities Fee shall be indexed to the annual change in the Consumer Price Index for All Urban Consumers ("CPI-U") or an amount mutually agreed upon through good faith negotiation.

3. The Easement Facilities Fee shall be prorated on transfer of a Whole Ownership Unit.

4. If the Easement Facilities Fee is not paid by a Benefitted Homeowner within 90 days after this Grant becomes in effect in 2019 or prior to May 31 in 2020 or any year thereafter, the use of the easement described in subsection 2(a) shall be suspended for the Benefitted Owner, the Homeowner's Immediate Family and any Accompanied Guest.

5. A Benefitted Homeowner may temporarily withdraw from the benefit of the easement described in subsection 2(a) by giving notice, in writing, to Smugglers' at the address provided in Schedule 1 2(b) no less than 30 days prior to January 1 of the year in which the benefit is withdrawn. Upon receipt of the notice, Smugglers' shall remove the Easement Facilities Fee from the Homeowner statement for the fourth quarter of the year prior to the year in which the benefit is withdrawn. A Benefitted Homeowner may subsequently resume the benefit of the easement provided notice is given in writing and the Easement Facilities Fee is paid in full for the entire year simultaneous to the written notice. The Easement Facilities Fee shall not be prorated except in the case of a transfer of a Whole Ownership Unit.