

**ACCESS EASEMENT AGREEMENT FOR
PUBLIC RECREATIONAL TRAILS**

Name (Property Owner)	
Mailing Address	
Property Address	
Town	
Tax Map No.	

This Access Agreement is made this _____ day of _____, 2012, by and between the Property Owner named above;

and

the **Franklin County Recreational Trails Association, Inc.**, 151 Finney Blvd, Malone, New York 12953

In consideration of the mutual promises contained in this Agreement, the Property Owner hereby grants to the **Franklin County Recreational Trails Association, Inc.**, (herein the "the ASSOCIATION") the following rights of access:

1. **Description of trail.** Attached hereto is a map of the of the Property identified above, including the location of the trail(s) which is (are) the subject of this Access Agreement (herein the "Trail")
2. **Grant of Access to Construct and Maintain Trail.** Property Owner hereby grants to the ASSOCIATION, its employees, agents and contractors, access the rights of ingress and egress to the Trail described on Exhibit A-land description (to be attached) & Map (must be legible for recording purposes) hereto for the following purposes:
 - a. mapping, planning, and development, of the trail system;
 - b. designation of existing ways as trails; construction of new trails; moving dirt and rock; making minor changes in gradient features; clearing brush and overhanging limbs; removing scrub trees, stumps, trash and fallen trees or limbs;
 - c. erecting signs to identify trails and to warn or guide trail users;
 - d. constructing simple structures such as water fords, bridges, water flow control devices, and erosion control devices;
 - e. enforcing regulations adopted by the ASSOCIATION to regulate recreational use of the trails; monitoring stream quality to check for trail-related erosion;
 - f. operating construction equipment (bulldozer, tractor, front-end loader, truck, ATV, hand tools, etc.);
 - g. and all other similar and related activities necessary to plan, construct, reconstruct, improve, maintain, repair, operate, and manage the recreational trail located on the Property.
3. **Grant of Access to Use Trail System.** Property Owner hereby grants to the ASSOCIATION and its invitees and (which may include members of the general public at the election of the ASSOCIATION) the rights of ingress and egress to the Trail described on Exhibit A hereto for the limited purpose of recreating on such trails by all terrain vehicle(s) (ATVs); PROVIDED HOWEVER, no motorized vehicle which is licensed or capable of being licensed for use on public highways of New York (i.e., automobile, truck, motorcycle, bus, etc.) shall be permitted on the Land under this Access Agreement.

Initial: _____ Intial: _____

4. **General Scope and Limitations on Access.** The Access rights granted in paragraphs 1 and 2 are nonexclusive, and the Property Owner retains full rights to use or alienate the Land, including the Trail, for any purpose whatsoever, provided such use does not interfere with the Access granted herein.
5. **Indemnification and Hold Harmless.** The ASSOCIATION shall indemnify and save harmless Property Owner, its heirs, successors and assigns, and each of them, from any and all damages, liability, and expense (including reasonable attorneys fees) resulting from any claims, demands, actions, liabilities, damages, and/or causes of action of any kind for injury to persons or property, including death, arising out of the exercise of any of the Access rights granted hereunder.
6. **Inspection of the Land.** The ASSOCIATION states that it has inspected the Trail described in Exhibit A and the areas immediately adjoining thereto and the ASSOCIATION accepts the Trail "as is " in its existing condition. PROPERTY OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, CONCERNING THE SUITABILITY OF THE LAND FOR RECREATIONAL PURPOSES OR THE PRESENCE OR ABSENCE OF HAZARDOUS OR DANGEROUS CONDITIONS, KNOWN OR UNKNOWN.
7. **Term of Agreement.** The term of this Agreement shall commence on _____ and shall continue through _____, unless earlier terminated or extended.
8. **Revocation of Agreement.** This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other.
9. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any cause of action brought to enforce or interpret the terms of this Agreement shall be brought in Supreme Court, County of Franklin, State of New York.
10. **Assignment Prohibited.** Neither this Agreement nor any rights granted hereunder shall be assigned by FRANKLIN COUNTY RECREATIONAL TRAIL ASSOCIATION, INC. without first obtaining the written consent of the Property Owner.
11. **Notices.** All notices, reports, consents, and other required written communications between the parties shall be made to the parties at their respective addresses as set out in the paragraph first written above.
12. **Exhibits and Revisions of Exhibits.** Exhibit A is hereby made a part of this Agreement. and may be revised in writing at any time upon the mutual agreement of the parties, without additional consideration being required or expressed. Any such written modifications of Exhibit A when executed by all of the parties, shall become and constitute a part of this Agreement with the same force and effect as the original Exhibit that it replaces.
13. **Binding Agreement.** The terms, conditions and covenants contained herein shall extend to, be binding upon, and inure to the benefit of, the successors, legal representatives and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Intial: _____ Intial: _____

PROPERTY OWNER

Sign Here: _____

Print/type name: _____

Date: _____

Franklin County Recreational Trails Association, Inc. Representative

Sign Here: _____

Print/type name: _____

Date: _____

Witnessed by: _____ signed _____ print

Date: _____

OR

Notary: State of New York, County of _____

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said state personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ signature of notary

Intial: _____ Intial: _____