



TRAIL ACCESS EASEMENT

THIS TRAIL ACCESS EASEMENT is made this ____ day of _____, 2012, by and between the following described parties:

1. Grantor or Grantors listed as follows:

2. Grantee listed as follows:

North Country Trail Association, National Not-for-Profit Corporation, duly authorized under the Laws of the State of Michigan, with offices at 229 E. Main Street Lowell, Michigan 49331.

RECITALS

WHEREAS, Grantor is the owner of certain real property (the "Servient Estate"), consisting of approximately _____ acres in the Town of _____, _____ County in the State of _____, known at the time of this grant as Town of _____ Tax Parcel # _____, and more particularly described within; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170 of the Internal Revenue Code, whose primary purposes are the development, promotion, and enhancement of a system of foot trails across the country for free public use and enjoyment, and education about and protection of the open lands the trails traverse.

WHEREAS, Grantor desires to grant to Grantee an easement across that portion of the Servient Estate known as the "Trail Easement Area" (TEA) and more particularly described below, attached hereto and made a part hereof, to maintain a public recreation trail, and Grantee desires to accept said easement; and

WHEREAS, the trail is intended to enhance local and regional hiking and recreational opportunities for the general public by providing an attractive and scenic section of the regional trail known at the time of this grant as the North Country National Scenic Trail.

NOW, THEREFORE, in consideration of the foregoing Recitals and for \$1 and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Grant of Easement.

Grantor hereby grants, transfers and conveys to Grantee, for the benefit of the public, a perpetual easement and right-of-way for ingress, egress, and access by the public over and across the TEA.

2. Purposes, Conditions, Restrictions, Reserved Rights.

a. The Easement is established for quiet, *non-motorized*, passive recreational trail purposes, such as walking, hiking, jogging, running, skiing, and snowshoeing. Should any question arise regarding the propriety of a public use of the TEA not listed above, either Grantor or Grantee shall have the right to regulate or restrict said use. In the event of disagreement between Grantor and Grantee, the more restrictive interpretation shall prevail; provided, however, that Grantee, in its sole discretion, shall have the right to regulate or restrict any uses, including those listed above, which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the North Country National Scenic Trail or the condition of the TEA.

b. The "trail" through the TEA shall be indicated on the property by blue blazes or other standard markings. The trail and TEA shall remain unpaved. The location of the TEA on the Servient Estate may be changed from time to time, with the written consent of both parties. Any such change shall be

recorded in the official records of the Office of the Clerk of the State of _____. All costs in connection with such change shall be borne by the party that initiates the change.

c. Within the TEA, no structures shall be erected by Grantor or Grantee, other than one lean-to or other open-air shelter, not to exceed 150 sq. ft. in footprint; provided, however, that said structure shall be erected only with the written consent of both parties at the time of construction and will remain thereafter permitted;

d. Grantor reserves the right to conduct all normal activities on, over, or across the TEA, including, but not limited to, agricultural, forestry and residential uses, provided that public access is maintained and that no structures are placed in the TEA except as provided under paragraph 2(c). A driveway across the TEA shall not be construed as a "structure."

3. Right to Suspend Trail Use; Maintenance of Trail Easement Area (TEA).

a. Grantee or its designee, in its sole discretion, shall have the right to suspend public use of the TEA from time-to-time.

b. Grantor has no responsibilities for trail maintenance *except* to the extent necessary to repair damage caused by grantor, nor does Grantee have such responsibilities *except* as needed for repair of damage caused by Grantee.

4. Easement Runs with Land; Successors and Assigns.

This Easement shall bind and run with title to the Servient Estate forever, and shall inure to the benefit of Grantee and Grantee's successors and assigns; provided, however, that any successor or assign of the Grantee must be a federal, state or local governmental corporation or a Not-for Profit Corporation qualified under the laws of _____ State to hold such easements; and further provided that Grantee may terminate this Easement as provided under Paragraph 5, below.

5. Termination/Modification.

In the event that the Grantee determines that the TEA is no longer needed or desirable across the Servient Estate, Grantee may terminate said easement by written instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of _____ County, in the State of _____. This Trail Access Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of _____ County, in the State of _____.

6. Governing Law.

This Trail Access Easement shall be governed by and construed in accordance with the laws of the State of _____.

7. North Country National Scenic Trail Segment description

TO HAVE AND TO HOLD unto grantee, its successors, and assigns forever.

IN WITNESS WHEREOF grantors and grantee have set their hands on the day and year first above written.

Grantor

Grantee

Subscribed and sworn to on this ____ day of _____, 2012, before me personally appeared the Grantor/s _____, to me known to be the persons described in, and that executed the forgoing instrument, and acknowledged to me that they executed the same.

_____, Notary Public
_____, (Type or print name of Notary)

SEAL