

Prepared by:  
Name:  
Address:  
Telephone:

Return to:  
Name:  
Address:

Tax Parcel(s):

## GRANT OF TRAIL EASEMENT

THIS GRANT OF TRAIL EASEMENT (this "Trail Easement") dated \_\_\_\_\_ is made by:

\_\_\_\_\_  
in favor of \_\_\_\_\_ (the "Owners")  
\_\_\_\_\_ (the "Holder")  
with respect to the following parcel(s) of land (the "Property") more fully described in Exhibit "A".

Street Address:

Municipality:

Parcel Identifier:

County:

State: Pennsylvania

### 1. Trail Easement

By signing this Trail Easement, Owners grant to Holder an easement in perpetuity to establish and make available for public use a trail, approximately \_\_\_ feet wide, in the location within the Property shown on the plan attached as Exhibit "B" (the "Easement Plan"). If there is no Easement Plan attached to this Grant of Easement, Holder may determine the location in its reasonable discretion. The Trail Easement includes the right to install signage in connection with public use of the trail and the right to mow, cut vegetation or otherwise establish the trail by covering the surface with stone, wood or other materials.

### 2. Public Enters at Own Risk

Persons using the trail do so at their own risk and without any charge for access. Neither Owners nor Holder assume any duty to inspect or maintain the trail or warn of any defects or dangerous conditions.

### 3. Recorded Document

This Trail Easement is to be recorded against the Property so as to be perpetually binding upon the undersigned Owners and their successors and assigns as Owners of the Property.

### 4. Exhibits

Exhibits "A" and "B" are made a part of this Agreement by this reference.

### 5. Entire Agreement

This Trail Easement, together with terms applicable to the trail included in any conservation easement pertaining to the Property recorded on or about the date of this Trail Easement, is the entire agreement of Owners and Holder pertaining to the trail and supersedes any other agreements or understandings whether or not in writing.

### 6. Defense of Claims

If a trail user asserts a claim for bodily injury or property damage caused by an unsafe condition on the trail, and the unsafe condition was not the fault of Owners or anyone on the Property at the invitation of Owners, then Holder agrees to defend such claim on behalf of both Owners and Holder and, if such defense is not successful, to hold Owners harmless from any judgment entered against Owners on account of such claim. To qualify for the protection offered by Holder under this paragraph, Owners must abide by the requirements for immunity developed under, or with respect to, the Recreational Use of Land and Water Act.

INTENDING TO BE LEGALLY BOUND, Owners have signed and delivered this Trail Easement to Holder as of the date set forth above.

\_\_\_\_\_  
Owner's Name: (Seal)

\_\_\_\_\_  
Owner's Name: (Seal)

The undersigned Holder joins in this Trail Easement to evidence its intention to be legally bound by the terms of ¶6 captioned "Defense of Claims":

[Name of Holder]

By: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF \_\_\_\_\_ :

ON THIS DAY \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_, Notary Public  
Print Name:

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF \_\_\_\_\_ :

ON THIS DAY \_\_\_\_\_ before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_ a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_, Notary Public  
Print Name:

*This document is based on the Model Grant of Trail Easement  
(9/1/2010 edition) provided by the Pennsylvania Land Trust Association.*

The model on which this document is based should not be construed or  
relied upon as legal advice or legal opinion on any specific facts or  
circumstances. It should be revised under the guidance of legal counsel to  
reflect the specific situation.