

TRAIL CONSERVATION LICENSE AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT I (WE) _____, of the Town of _____, County of _____, State of _____ (Hereinafter the "Licensor"), hereby grant to _____, a corporation organized under the laws of the State of Connecticut and having an office at _____, Connecticut (hereinafter the "Association"), a license to construct and/or maintain a pedestrian walking trail or foot-path (the "Trail") over my property located in _____, Connecticut, which property is described in a deed recorded with the Town Clerk of the Town of _____, Connecticut at Volume _____, page _____ (hereinafter the "Property"). This Trail Conservation License Agreement is subject to the following conditions:

1. The Trail is located over the _____ portion of the Property and substantially as shown by a blue line marked on a map entitled _____, a copy of which map, marked as aforesaid, a) is attached to this Trail Conservation License Agreement, b) is recorded in the land records of the Town of _____, and c) is on record with the Association;
2. The Licensor and Association agree that at all times while this Trail License Agreement is in effect, the Trail shall be made available to the general public without charge, rent, fee or other commercial service for recreational purposes, and that the Trail shall be managed in such a manner that Licensor and the Association shall be protected from liability under sections 52-557f through 52-557j of the Connecticut General Statutes. The Association may make the existence of the Trail known to recreational users by means of its publications and by means of such marks and small signs as it may deem to be in keeping with the purpose of this Trail License Agreement;
3. The Association shall make reasonable effort to ensure that motorized vehicles do not use the Trail, and neither the Licensor nor the Association allow camping, picnicking, or the planting or removal of trees or shrubbery, except as may be reasonably necessary to construct or maintain the Trail. At its own expense, the Association will maintain the Trail in a neat and clean condition free of rubbish or debris;
4. The Association agrees that it shall not have any interest or estate in the Property by virtue of this Trail Conservation License Agreement, and shall not have claim by any lapse of time any right or title adverse to the Licensor;

5. Reserved Rights. Licensor(s) reserve unto [himself/herself/themselves], [his/her/their] successors and assigns all rights accruing from [his/her/their] ownership of the Property, including the right to continue to use the Trail for purposes not inconsistent with this Trail Conservation License Agreement;
6. Nothing in this Trail Conservation License Agreement shall prevent the Licensor from terminating this Trail Conservation License Agreement at any time upon sixty (60) days written notice to the Association;
7. This Trail Conservation License Agreement may not be transferred or assigned by the Association, and shall terminate forthwith in the event of any attempted transfer or assignment.

IN WITNESS WHEREOF, on this ____ day of _____, 20__, the Licensor and Association have each caused this Trail Association Agreement to be signed, sealed, and delivered in its respective behalf, each party acting by one of its officers, hereunto duly authorized and empowered.

Signed, Sealed and Delivered
in the Presence of:

Property Owner(s)

By _____

Association, Inc.

By _____

By John Monroe, National Parks Service
Rivers, Trails and Conservation Assistance Program
(Permission Granted for Posting and Distribution 9-2008)