

*Please note: this document is not intended for final use. All legal documents should be reviewed by a city, county or local attorney before use.*

## **Easement Agreement**

**THIS EASEMENT** ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by, (MARITAL STATUS), of (ADDRESS) (hereinafter together with (THEIR/HIS/HER) heirs, personal representatives, successors and assigns collectively referred to as "Grantor"), and, \_\_\_\_\_ (Address) (hereinafter together with its successors and assigned collectively referred to as "Grantee").

Grantor has agreed to this grant of a 50 foot-wide easement and trail right-of-way over, through and for the protection of the property described as:

hereinafter referred to as the "Corridor

**Whereas**, the property possesses recreational, scenic, or natural or open space, value appropriate for public enjoyment, recreation and conservation,

**Whereas**, the grantee, its successors or assigns is an organization formed to develop and maintain a trail for recreation purposes,

**Now Therefore**, the Grantor, their heirs, successors and assigns, by this agreement grants to the Grantee, its successors and assigns, a trail easement for the purpose of developing a recreation trail to be used for public recreation purposes.

1. The Grantee its successors and assigns shall have following rights within the trail corridor as holder of this easement:
  - A.** Exclusive right to the use of the Corridor for development and maintenance of a recreation trail.
  - B.** The right to permit general public access only by foot, bicycle, ski, skate, or non-motorized vehicle.
  - C.** The right to lay out, mark, construct, surface, develop and maintain or relocate an 10-12 ft wide trail, to post signs marking the trail, to manage vegetation in the easement area through selective planting, pruning or managed removal of trees, exotic or nuisance plant species, and to maintain and enhance the trails scenic, natural, recreational and/or ecological value.
  - E.** The right to inspect or maintain the trail corridor or allow emergency or law enforcement access via motorized or non-motorized vehicles.
2. **Grantor**, their successors and assigns retain the following rights within the easement corridor:

A. The right to cross the Corridor for vehicular access to agricultural and farming operations

3. Grantee shall plant and maintain vegetative buffer or screen along the \_\_\_\_\_ edge of the Corridor.
4. Grantee shall hold harmless, indemnify, and defend Grantor their successors, and assigns each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to the property, resulting from any act, omission, condition, or other matter relating to the public use of the Corridor, regardless of cause, unless due solely to negligence of any of the Indemnified Parties. Provided, however, indemnification arising from the negligence of any of the Indemnified Parties shall only be for amounts over and above any applicable insurance carried by the Indemnified Parties.
5. Grantee shall maintain not less than \$\_\_ million liability insurance on the Corridor and the Grantor shall be a named insured.
6. This easement shall bind the Grantor, their successors and assigns and said easement shall run with the land.
7. Nothing herein shall be construed as limiting the right of the Grantor to sell, give or otherwise convey the Corridor or any portion or portions of it, provided such conveyance is subject to the terms of this Easement Agreement
8. This grant of easement and trail right-of-way and the Grantee's allowance of the public use thereof shall not grant to the public an additional right, right-of-way or easement.
9. Upon mutual agreement, the Grantor and Grantee and their successors and assigns may terminate or modify this conveyance notwithstanding the public's past use of any part or all thereof.
10. Grantor's warrant that they have title to the property herein conveyed free and clear of all liens except as shown in Exhibit \_\_\_\_\_.

Grantor:

Grantee:

\_\_\_\_\_ date

\_\_\_\_\_ date

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

**GRANTORS**

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(GRANTOR 1 OR SPOUSE)

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(GRANTOR 2 OR SPOUSE)

**GRANTEE**

BY \_\_\_\_\_ Title

**GRANTOR ACKNOWLEDGMENT**

**STATE OF IOWA**

\_\_\_\_\_ COUNTY, SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (GRANTOR 1 OR SPOUSE) to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public  
Commission Expires:

**STATE OF IOWA**

\_\_\_\_\_ COUNTY, SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (GRANTOR 1 OR SPOUSE) to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public  
Commission Expires:

**GRANTEE ACKNOWLEDGMENT**

**STATE OF IOWA**

\_\_\_\_\_ **COUNTY, SS:**

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known who being by me duly sworn, did say that he is the \_\_\_\_\_ of said \_\_\_\_\_, that said instrument was signed (and sealed) (that no seal has been procured) on behalf of said corporation by authority of its \_\_\_\_\_; and that the said \_\_\_\_\_ as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public  
Commission Expires: