**Prepared by:**

**Model Grant of Trail Easement, 2nd edition**

**WeConservePA also publishes the *Model Trail Easement Agreement*, an alternative to be used to create a trail easement when the parties wish to address matters in greater detail.**

Name:

Address:

Telephone:

**Return to:**

Name:

Address:

**Tax parcel(s):**

GRANT OF TRAIL EASEMENT

THIS GRANT OF TRAIL EASEMENT dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owners”) in favor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Holder”) with respect to the following parcel(s) of land (the “Property”) more fully described in exhibit A.

Street address:

Municipality: County:

Parcel identifier: State: Pennsylvania

## Trail Easement

Owners grant to Holder an easement in perpetuity to establish and make available for public use a trail, approximately \_\_\_ feet in clear tread width, in the location within the Property shown on the easement plan attached as exhibit B. If there is no easement plan attached to this grant, Holder may determine the location in its reasonable discretion. The easement includes the right to install footbridges, retaining walls, and other structures as necessary to prevent erosion and facilitate passage through wet areas; and install markers and other signs related to the trail.

## Public Enters at Own Risk

Persons using the trail do so at their own risk. Neither Owners nor Holder may charge for access, nor do they assume any duty to inspect or maintain the trail or warn of any defects or dangerous conditions.

## Recorded Document

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

## Exhibits

Each exhibit referred to in this grant is made a part of this grant by this reference.

## Entire Agreement

This grant is the entire agreement of Owners and Holder pertaining to the trail and supersedes any other agreements or understandings whether or not in writing.

## 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.

## Consideration

The Owners acknowledge receipt of the sum of $1.00 in consideration of this grant.

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 Owner’s name:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 Owner’s name:

The Holder joins in this grant to evidence its intention to be legally bound by its terms:

 [Name of Holder]

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 Name of signatory:

 Title of signatory:

This document is based on the
**Model Grant of Trail Easement**

(v. 2022.08.15)
provided by WeConservePA.



Nothing contained in the model, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.

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: