

**ACCESS AGREEMENT WITH PROPERTY OWNER
PUBLIC RECREATIONAL TRAILS**

Name Property Owner(s) (List all record owners and their mailing address)	
Mailing Address(es)	
Property Address	
Tax Map No.	

This Access Agreement is made this _____ day of _____, 20__, by and between the Property Owner(s) named above (hereinafter referred to as "Property Owner"), with the assistance of _____.

and

the COUNTY OF LEWIS, 7660 North State Street, Lowville, New York 13367

In consideration of the mutual promises contained in this Agreement, the Property Owner hereby grants to the COUNTY OF LEWIS the following rights of access:

1. **Description of trail.** Attached hereto is a map of the Property identified above, including the location of the trail(s) which is (are) the subject of this Access Agreement (herein the "Trail")
2. **Grant of Access to Construct and Maintain Trail.** Property Owner hereby grants to COUNTY, its employees, agents and contractors, access the rights of ingress and egress to the Trail described on Exhibit A hereto for the following purposes:
 - a. mapping, planning, and development, of the trail system;
 - b. designation of existing ways as trails; construction of new trails; moving dirt and rock; making minor changes in gradient features; clearing brush and overhanging limbs; removing scrub trees, stumps, trash and fallen trees or limbs;
 - c. erecting signs to identify trails and to warn or guide trail users;
 - d. constructing simple structures such as water fords, bridges, water flow control devices, and erosion control devices;

- e. enforcing regulations adopted by COUNTY to regulate recreational use of the trails; monitoring stream quality to check for trail-related erosion;
 - f. operating construction equipment (bulldozer, tractor, front-end loader, truck, OHV, hand tools, etc.);
 - g. and all other similar and related activities necessary to plan, construct, reconstruct, improve, maintain, repair, operate, and manage the recreational trail located on the Property.
3. **Grant of Access to Use Off Road Trail System.** A. Property Owner hereby grants to COUNTY and its invitees and (which may include members of the general public at the election of COUNTY) the rights of ingress and egress to the Trail described on Exhibit A hereto for the limited purpose of recreating on such trails by all Off Highway Vehicle(s) (OHVs); PROVIDED HOWEVER, no motorized vehicle which is licensed or capable of being licensed for use on public highways of New York (i.e., automobile, truck, bus, etc.) shall be permitted on the land under this Access Agreement, except as set forth in paragraph 2 above for construction; development and maintenance of said trails.

Access under this agreement is granted from April 1st of each year and ending on October 31st of each year.

B. In addition to the access rights granted in paragraphs 1 and 2 above, Property Owner acknowledges and agrees that the COUNTY shall have access to the Property during development and permit stages in order for the COUNTY to comply with any regulations required by Federal, State and Local Regulatory agencies prior to the trails being opened under permit and COUNTY resolutions.

The COUNTY further agrees that the trails will not be opened under permit use until the COUNTY receives notice of compliance for development from the applicable regulatory agency(s).

C. It shall be the sole and exclusive responsibility of the COUNTY to obtain all governmental permits and approvals as may be necessary to complete the Project. In order to expedite the processing of obtaining such permits, Property Owner hereby designates the COUNTY to act as the Property Owner's agent and attorney-in-fact for the limited purpose of executing on behalf of the Property Owner, such permit applications or any other related document or instrument as may be necessary to obtain the permit(s) required for the Trail Project.

4. **General Scope and Limitations on Access.** The Access rights granted in paragraphs 1, 2 and 4 are nonexclusive, and the Property Owner retains full rights to use or alienate the land, including the Trail, for any purpose whatsoever, provided such use does not interfere with the access granted herein.

5. **Indemnification and Hold Harmless.** COUNTY shall indemnify and save harmless Property Owner, its heirs, successors and assigns, and each of them, from any and all damages, liability, and expense (including reasonable attorneys fees) resulting from any claims, demands, actions, liabilities, damages, and/or causes of action of any kind for injury to persons or property, including death, arising out of the exercise of any of the access rights granted hereunder.
6. **Inspection of the Land.** COUNTY states that it has inspected the Trail described in Exhibit A and the areas immediately adjoining thereto and COUNTY accepts the Trail "as is" in its existing condition. PROPERTY OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, CONCERNING THE SUITABILITY OF THE LAND FOR RECREATIONAL PURPOSES OR THE PRESENCE OR ABSENCE OF HAZARDOUS OR DANGEROUS CONDITIONS, KNOWN OR UNKNOWN.
7. **Term of Agreement.** The term of this Agreement shall commence upon execution of the Agreement and continue unless and until written termination by either party to this Agreement.
8. **Revocation of Agreement.** This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other.
9. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any cause of action brought to enforce or interpret the terms of this Agreement shall be brought in Supreme Court, County of Lewis, State of New York.
10. **Assignment Prohibited.** Neither this Agreement nor any rights granted hereunder shall be assigned by COUNTY without first obtaining the written consent of the Property Owner.
11. **Notices.** All notices, reports, consents, and other required written communications between the parties shall be made to the parties at their respective addresses as set out in the paragraph first written above.
12. **Exhibits and Revisions of Exhibits.** Exhibit A is hereby made a part of this Agreement and may be revised in writing at any time upon the mutual agreement of the parties, without additional consideration being required or expressed. Any such written modifications of Exhibit A when executed by all of the parties shall become and constitute a part of this Agreement with the same force and effect as the original Exhibit that it replaces.

13. The Property Owner shall be entitled to _____ Lewis County annual trail permit(s) for the period this contract is in effect.

14. **Additional Terms and Conditions:** _____

15. **Binding Agreement.** The terms, conditions and covenants contained herein shall extend to, be binding upon, and inure to the benefit of, the successors, legal representatives and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

PROPERTY OWNER(S):

Sign Here: _____

Print/type name: _____

Email: _____

Phone Number: _____

* Driver ID #: _____

PROPERTY OWNER(S):

Sign Here: _____

Print/type name: _____

Email: _____

Phone Number: _____

* Driver ID #: _____

COUNTY OF LEWIS

By: Jacqueline L. Mahoney
Director of Recreation, Forestry & Parks

ASSISTING WITH CONTRACT:

Sign Here: _____

Print Name: _____

Phone Number: _____

* If copy of proper ID is not provided, signature must be notarized.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
SS.:
COUNTY OF LEWIS)

On this ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared, _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
COUNTY OF LEWIS)

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