

EASEMENT

THIS EASEMENT, dated as of _____, made by Anytown Recreational Trail Council ("Grantor"), in favor of John Doe, ("Grantee").

WITNESSETH:

WHEREAS Grantor is the owner of the real property that is described in Exhibit A, attached hereto, which property includes portions of an abandoned railroad right-of-way of the ABC Railroad, Inc. that lie within Any County, Some State (the "Corridor"); and

WHEREAS Grantee is the owner of a tract of land in Any County, Some State that is to the east of the Corridor (the "Premises") and that is recorded at Book 1454, Page 349 of the Any County land records; and

WHEREAS Grantee wishes to acquire from Grantor and Grantor wishes to grant to Grantee an easement across the Corridor for the purposes and on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing, and intending to be mutually bound hereby, the parties agree as follows:

1. Easement. Grantor hereby grants Grantee a permanent 750-foot-long easement across the Corridor (the "Easement"), which Easement shall extend 20 feet in width and depth and shall lie 3 1/2 feet below the surface area of the Corridor. The location of this Easement is as shown on Exhibit B, attached hereto. Grantee shall provide Grantor with a surveyed legal description showing the location of the Easement, which legal description shall be added to and incorporated into this document as Exhibit C prior to the time this easement is recorded. Except as expressly provided for in this document, Grantor expressly reserves all surface and subsurface rights with respect to the Corridor.

2. Use. The Easement shall be used exclusively for the installation, operation and maintenance of a sewer pipe that will link a building on Grantee's property with the City of Anytown's sanitary sewer line located along Maple Road in Anytown, Some State. Grantee shall at all times use the Easement in a reasonable manner so as not to cause injury or waste to the Corridor or increase the likelihood of erosion on the Corridor.

3. Public Trail. Grantee acknowledges that the Corridor will be used as and for a public trail, and Grantee shall conduct Grantee's use of the Easement so as to minimize interference with trail maintenance, development and use. Grantee shall at all times and through all reasonable means support the use of the Corridor as and for a public trail.

4. Construction. The Easement shall be used in a manner compatible and consistent with the use of the Corridor as and for a public trail. The Easement shall be used and maintained so as to protect the trail on the Corridor from any erosion, water damage or other damage. At Grantee's expense, Grantee shall

install and maintain all gates, culverts, grades and fill and other structures necessary for the Easement. Grantee shall make no improvements to the Corridor other than those provided for herein without the prior written consent of Grantor. A representative designated by Grantor shall be the principal contact with respect to this Easement and shall issue a letter of final inspection and approval of the work. Grantee shall be responsible for controlling the use, and assuring the safety of users in the Easement area during the installation of any sewer pipelines. In addition, Grantee shall be required to place barriers or fencing to protect the public from any uncovered trenches or holes in the Easement area during the installation, maintenance or replacement of any sewer pipeline. Grantee shall, prior to construction of any sewer pipeline in the Easement area, obtain at its own expense all governmental approvals and permits as may be necessary and shall otherwise comply with all applicable laws, rules and regulations.

5. Landscaping. Following installation of any sewer pipeline, Grantee shall restore the Corridor to a condition no worse than its prior condition. Grantee shall also landscape the Easement area with attractive natural vegetative plantings and shall maintain said landscaping in good condition throughout the term of this Easement. Landscaping shall not interfere with trail use or clear lines of sight.

6. Maintenance and Repairs. Grantee shall take all necessary steps to see that the sewer pipeline is properly maintained, that any damage to the Corridor arising out of Grantee's use of the Easement is promptly repaired, and that the Corridor is restored to the condition that existed prior to any such damage.

7. Indemnity. Grantee agrees to indemnify, defend and hold harmless the Grantor, its agents, officers, employees and volunteers from and against any and all claims, liability, expenses, defense costs, reasonable legal fees, and actual damages of any nature whatsoever arising out of the activities of Grantee on or about the Easement area, or related to its use of this Easement. Grantee's covenant to indemnify, defend, and hold the Grantor harmless includes and is appurtenant to (but is not limited to) any and all liability, expense, and claims for death, bodily injury, property damages, workers compensation, claims arising from or connected with serviced performed on or behalf of or by any persons, breach of contract, non-payment, liens, infringement of a patent or copyright, or disclosure of a trade secret, and violation of state and federal antitrust laws. This "hold harmless and indemnification" provision shall not apply to the extent of any negligence or fault on the part of the Grantor.

8. Successors. This Easement shall be binding on and inure to the benefit of the parties' respective successors and assigns.

9. Trails Act. Grantee acknowledges that Grantor has acquired the Corridor for interim trail use and railbanking for future rail service pursuant to 16 U.S.C. § 1247(d) (the "Trails Act") and applicable regulations of the Surface Transportation Board ("STB"), an agency of the United States. Grantee thus acknowledges that this Easement is made subject to the Decision and Notice of Interim Trail Use or Abandonment served by the STB on August 16, 1996 in Docket No. AB-389 (Sub-No. 1X), and all subsequent STB decisions relevant to said Decision and Notice, and also to all outstanding leases, license, and other outstanding rights, including, but not limited to, those for pipe, telephone, electric and fiber optic

lien, and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person who may be affected by the Easement property, whether recorded or unrecorded.

10. Termination. Grantee may terminate this easement by notice to Grantor. Grantor may terminate this Easement only in the event that:

(a) Grantee fails to perform an obligation of Grantee hereunder; and

(b) Grantee fails to commence performance of said obligation, and thereafter diligently complete performance of said obligation, within thirty (30) days after notice from Grantor.

11. Limitations. This Easement is also limited to such rights as the Grantor may have in the Easement property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of dispossession of the Grantee or because of failure of, or defect in, Grantor's title.

12. Notices. All notices hereunder shall be in writing. Notice shall be delivered to:
[Grantor Address]

[Grantee Address]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

Anytown Recreational Trail Council

By: _____
Name:
Title: Trail Manager

STATE OF SOME STATE :
: ss:

COUNTY OF ANY :

The foregoing instrument was acknowledged before me on this ___th day of January, 200_ by _____, President of the Anytown Recreational Trail Council, a Some State non-profit corporation, who is empowered to act on behalf of said Corporation and who acknowledges that the execution of said instrument as the free act and deed of said corporation.

Notary Public

John Doe

STATE OF SOME STATE :
: ss:

COUNTY OF ANY :

On this _____ day of January, 200_, before me, a duly authorized Notary Public in and from the State of Some State, appeared John Doe, to me known, who being by me duly sworn, did sign said instrument and did acknowledge the execution of said instrument as a free act and deed on his part.

Notary Public

EXHIBIT A

Attached to and made a part of an Easement dated March 9, 2000
by and between Anytown Recreational Trail Council, Grantor, and
John Doe, Grantee

Lying and being situated in Any County, Some State and being a portion of that land described as the land and railroad right-of-way lying and being from Milepost 72.88 (Rail Valuation Station 3828 + 21.9) to Milepost 86.5 (Rail Valuation Station 4550 + 70), a portion of the so-called "Anytown Branch." Said land being a portion of that same land described in Exhibit A and Exhibit A1 in a Deed dated October 14, 1997 from ABC Railroad, Inc. to Anytown Recreational Trail Council and recorded in Book 1747, Page 212 in the Official Records of Any County, Some State.

EXHIBIT B

Attached to and made a part of an Easement dated January __, 2000
by and between Anytown Recreational Trail Council, Grantor, and
John Doe, Grantee

EXHIBIT C

Attached to and made a part of an Easement dated January __, 2000
by and between Anytown Recreational Trail Council, Grantor, and
John Doe, Grantee

(Surveyed legal description after installation -- to be inserted)