

RECREATIONAL LAND USE AGREEMENT

This **RECREATIONAL LAND USE AGREEMENT** is made and entered into this _____ day of _____, 2009 by and between _____ (hereinafter referred to as “Grantor”) whose address is _____ and the **COMMONWEALTH OF KENTUCKY** , by and through the **FINANCE AND ADMINISTRATION CABINET** for the use and benefit of the **KENTUCKY RECREATIONAL TRAILS AUTHORITY , COMMERCE CABINET**, Capital Plaza Tower, 24th Floor, 500 Mero Street, Frankfort, Kentucky 40601 (hereinafter referred to as “Grantee”)

WITNESSTH:

WHEREAS, the Grantor is the owner of certain real property (hereinafter “the Property”) located in _____ County , Kentucky and more particularly described in the deed attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the purpose of this Recreational Land Use Agreement is to authorize the public to utilize that portion of the Property described herein for the recreational purpose(s) as defined below; and

WHEREAS, the parties enter into this agreement under the statutory provisions of KRS 148.795;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby grant unto Grantee, over that portion of the Property described in Exhibit B, (the “ Recreational Area”) the right to use the Recreational Area to construct, develop, manage, maintain , operate, improve , renovate, finance or otherwise provide for recreational facilities, to include trails, signage, stairways, steps, bridges, surfacing material, benches, trash receptacles and trail terminus parking for the following recreational activities: hiking, bicycling horseback riding, and all terrain vehicle riding. Any trails or other recreational facilities shall be constructed and maintained in conformance with generally accepted design standards, and may include paved and unpaved trail surfaces, at-grade shoulders, vegetative buffers, benches and such improvements as necessary to comply with all lawful requirements, including the Americans with Disabilities Act. Grantee shall be responsible for maintenance of the recreational facilities within the Recreational Area..

Except as expressly limited by this Agreement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Agreement. Grantor may maintain, replace, and repair the existing fences, roads, corrals, barns, sheds, and other improvements within the Recreational Area as may be necessary for uses permitted by this Agreement.

Grantee shall have the right to post appropriate signs within the Recreational Area and to regulate public access to and activities within the Recreational Area and shall further have the right to require Grantor to keep the Recreational Area free from obstructions including but not limited to structures and fences, which prevent reasonable public access to and along the Recreational Area.

Grantee may, at its discretion, charge for a general use permit to access the Recreational Area. Grantee agrees that it is making this land open to public recreation use in accordance with KRS 148.795 and 411.190. As such, grantee is entitled to enjoy all of the protections of those statutes.

This Agreement shall be for a term of one(1) year from the date hereof and shall be automatically renewed for subsequent one (1) year periods unless either party gives written notice to the other party thirty(30) days prior to the expiration of the then existing term .

The parties agree that the provision of KRS 411.190 shall apply to the public's use of the Recreational Area for the recreational purposes authorized under this agreement.

The parties further agree that the rights granted under this agreement shall not create in the public or any user under this agreement any interest in the Property or the Recreational Area, nor shall that use ripen into adverse possession.

The parties further agree that the uses authorized herein shall not alter the land or the status of the land to make it unsuitable for mining pursuant to KRS 350.610 or be the basis for a denial of a mining permit pursuant to KRS 350.085 or other statutes or regulations of the Commonwealth of Kentucky.

All questions as to the execution, validity, interpretation, construction, and performance of this Agreement or any of its terms shall be governed by the laws of the Commonwealth of Kentucky, KRS 148.795 and 411.190. Any suit, action or proceeding with respect to this Land Use Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky

IN WITNESS WHEREOF, the parties have executed this Recreational Land Use Agreement on the day and date set out above .

GRANTOR:

GRANTEE:

Commonwealth of Kentucky, by and through the Finance and Administration Cabinet for the use and benefit of the Kentucky Recreational Trail Authority , Commerce Cabinet,

BY: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, the undersigned, a notary public duly authorized in the county and commonwealth aforesaid, do hereby certify that the foregoing Recreational Land Use Agreement was subscribed, sworn to, and acknowledged before me by _____, to be his free act and deed on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, a notary public duly authorized in the county and commonwealth aforesaid, do hereby certify that the foregoing Recreational Land Use Agreement was subscribed, sworn to, and acknowledged before me by _____, Finance and Administration Cabinet, to be his free act and deed on this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:

Signature: _____
Attorney Name:
Address:

EXHIBIT "A"
(Grantor's Deed)

DRAFT

Exhibit "B"
The Recreational Area

DRAFT

DRAFT