

## AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019; by and between **The Friends of Trails, Inc.** (“FOTT”) a 501(c)(3) corporation, **The City of Crossville, Tennessee** (“City”) a privately chartered municipal corporation, and

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hereinafter referred to as the (“property owner(s)”).

### **Introduction**

WHEREAS the Friends of the Trails, is a 501(c)3 not for profit corporation with the mission of constructing, maintaining and promoting the use of hiking and walking trails in Cumberland County, Tennessee.

WHEREAS the City of Crossville is a municipal privately chartered corporation and subdivision of the State of Tennessee who has partnered with FOTT to improve existing trails and increase the amount of trails available in the City of Crossville, for the recreational use and enjoyment of its citizens and visitors.

WHEREAS the FOTT and CITY are working on a project called the Crossville Greenway to construct a network of hiking trails throughout Crossville for the benefit of Crossville residents and visitors. This trail will cross multiple parcels of land owned by multiple property owners.

WHEREAS the property owner by entering into this agreement, is agreeing to allow FOTT to enter onto its/his/her private property for the purposes of designing and constructing the proposed trail before formal easements are conveyed.

WHEREAS once the construction of the trail is completed and the trail area is surveyed, the property owner agrees to convey an easement by donation for the recreational use of the walking trail to the City.

**NOW THEREFORE** in consideration of One Dollar (\$1.00) cash in hand and other good and valuable consideration for which is not necessary to set out in this agreement the parties agree as follows:

1. The property owner hereby grants FOTT the right to design and construct a trail on its/his/her real property in certain areas which is generally described as follows:

*(Insert Legal Description)*

2. FOTT agrees to design and construct: *(insert description of trail width/length)*, as shown on the attached sketch map as **Exhibit A**.

3. FOTT agrees to arrange for a survey of the actual location of the trail on the property and define a narrow easement along the trail route. Said survey will be finalized after the trail has been designed and completed and will be used as the legal description of the easement.
4. The property owner agrees to convey to the City an easement for the completed portion of the property. The easement area will be used for recreational walking trails. The easement will allow hikers and maintenance workers access to the trail. The property owner further agrees to convey the easement as a donation to the FOTT or the City.
5. Once the easement is conveyed from the property owner to the City and accepted and recorded by the City, the City will assume all trail-related liability associated with the easement area.
6. This contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
7. I have read and understand the agreement as set out herein, and by fixing my signature below I agree to abide by all policies and detailed in this document.

In Witness Whereof, the Grantor has hereunto set his hand and seal the day and year first above written.

**Friends of the Trails, Inc.**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**The City of Crossville, Tennessee**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its: Mayor**

**Property Owner(s)**

**Date**

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Name

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Name