

AGREEMENT FOR ARROYO HONDO TRAILS USE

This Agreement dated _____, 2011 is among the Arroyo Hondo Land Trust, a 501(c)(3) corporation (“Land Trust”) and the Landowners (as hereinafter defined).

Background

A. The Land Trust is a private, non-profit corporation dedicated to promoting the quality of life in the Arroyo Hondo Neighborhood (as hereinafter defined) by preserving its open, rural character, protecting its unique ecological and historical areas, and maintaining equestrian and pedestrian/bicycle pathways.

B. It is recognized that the trails throughout the Arroyo Hondo Neighborhood increase the value of the Landowners’ property and provide recreational benefits. The Land Trust desires to promote the quality of life in the Arroyo Hondo Neighborhood by facilitating the continuation and expansion of the trail system in the Arroyo Hondo Neighborhood.

C. In light of the increasing development of the Arroyo Hondo Neighborhood, as well as the lack of formalized guidance regarding the use of trails, some trails have been lost.

D. The Trail Users (as hereinafter defined) have historically used the trails pursuant to an informal arrangement and it is hoped that by formalizing the guidelines for use of the trails, the trail system in the Arroyo Hondo Neighborhood can be conserved and potentially expanded.

E. The Land Trust desires to both conserve and expand the trail system in the Arroyo Hondo Neighborhood as well as to provide a mechanism for maintenance of the trails.

F. To encourage Landowners to permit trail usage, as well as to encourage the addition of new trails, the Land Trust desires to set forth guidelines for trail usage in the Arroyo Hondo Neighborhood.

NOW, THEREFORE, in consideration of the foregoing promises and conditions and the terms contained herein, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms, whether in the plural or singular, shall have the respective meanings set forth below:

1.1 “Arroyo Hondo Neighborhood” means the area in that section of Santa Fe County, New Mexico, extending from Old Agua Fria Road on the north to Seton Village Road on the south, and from Interstate 25 on the east to the rail corridor on the west.

1.2 “Landowners” means families or persons who own property in the Arroyo Hondo Neighborhood and have signed a counterpart of this Agreement.

1.3 “Permitted Uses” means walking, horseback riding or non-motorized two wheel biking.

1.4 “Trails” means the trails in the Arroyo Hondo Neighborhood on the map attached hereto. Additional trails may be added from time to time by Landowners, and trails may be removed from the Trails by the Landowners, in their discretion. In such event, Landowners will be notified by e-mail or by sign on the property that the trail is removed or added, as the case may be.

1.5 “Trail Users” means Landowners who are granted permission to use the Trails of other Landowners in accordance with the terms and conditions of this Agreement. For purposes of clarification, an individual or family who signs this Agreement and lives in the Arroyo Hondo Neighborhood is both a Landowner and a Trail User.

1.6 “Trail Etiquette” means the trail guidelines attached to this Agreement, which may be amended from time to time by the Land Trust. The notice of such amended Trail Etiquette may be e-mailed to the Landowners.

ARTICLE II USE OF THE TRAILS

2.1 Permission to Use Trails. Each Landowner, as applicable, grants to the Trail Users and the Land Trust a license to use the Trails for the Permitted Uses. A Trail User may only use the Trails in accordance with this Agreement and if such Trail User has signed a counterpart of this Agreement.

2.2 Trail User’s Use of Trails.

(a) Each Trail User agrees to only use the Trails for the Permitted Uses and in accordance with the Trail Etiquette.

(b) Every Landowner who has guests or renters who use the Trails shall be responsible for informing their guests or renters of this Agreement and such Landowners shall ensure that their guests or renters comply with the terms and conditions of this Agreement.

2.3 Improper Use of Trails; Failure to Provide Access.

(a) If an individual or individuals who are Trail Users use the Trails for other than Permitted Uses or not in accordance with the Trail Etiquette, the Land Trust will be notified. The Land Trust will discuss the matter with the individual or individuals. In the event that the matter cannot be resolved, the Land Trust may terminate this Agreement in part or in whole with respect to such Trail User. "Terminate in part" means that Trail User cannot use a portion of the Trails due to breach of this Agreement as notified by the Land Trust.

(b) The Land Trust may terminate this Agreement with respect to an individual who is a Landowner, if such Landowner does not permit the use of established Trails on such Landowner's property. The purpose of this provision is to clarify that a Landowner should not be able to benefit from the use of Trails in the Arroyo Hondo Neighborhood if such Landowner does not grant such benefit of use of Trails on his/her property to the other Landowners. In such event, such Landowner shall not be a Trail User.

2.4 Signs and Restricted Use; Maintenance.

(a) The Land Trust will cooperate with the Landowners to maintain the Trails. The Land Trust may, as approved by the Board of Directors, provide funds or services for the maintenance of Trails, as requested by individual Landowners.

(b) A Landowner may place signs on his/her property with respect to use of Trails as such individual Landowner sees fit. The Land Trust may assist the Landowner with respect to any such signs.

(c) In the event that a Landowner desires to restrict the Permitted Uses, the Landowner shall place a sign to that effect in cooperation with the Land Trust, and the Landowners shall comply with the restriction of Permitted Use on such Trail.

2.5 Covenant Not to Sue. Each Trail User agrees not to sue any Landowner or the Land Trust in connection with his/her use of the Trails with respect to any injuries or damages that arise from use of the Trails. **Use of the Trails is at the Trail User's own risk and each Trail User agrees that no liability whatsoever arises from use of the Trails by the Trail User.** Each Landowner agrees not to sue any Trail User or the Land Trust in connection with a Trail User's use of the Trails in accordance with this Agreement.

2.6 Acknowledgement of Statute. The parties acknowledge Section 17-4-7 of the New Mexico Statutes which provides that an owner of land who without charge grants permission to any person or group to use his lands for the purpose of hiking, sightseeing or any other recreational use does not thereby: (1) extend any assurance that the premises are safe for such purpose; or (2) assume any duty of care to keep such lands safe for entry or use; or (3) assume responsibility or liability for any injury or damage to, or caused by, such person or group; (4) assume any greater responsibility, duty of care or

liability to such person or group, than if such permission had not been granted and such person or group were trespassers.

ARTICLE III

MISCELLANEOUS

3.1 Effective Date. This Agreement shall be effective upon the signing of a counterpart of this Agreement by such Landowner/Trail User.

3.2 Termination by a Landowner. A Landowner may, at his/her discretion, at any time, terminate his/her participation in this Agreement by giving written notice to the Land Trust. In such event, the Landowner shall not use the Trails and the Trails, if any, on such Landowner's property shall not be used by the other Trail Users. In such event, the Landowner desiring to terminate use by other Trail Users of the Trail on such Landowner's property, shall provide notice by a sign or a fence blocking the Trail. The Land Trust will use reasonable efforts to provide notice of the removal of a Trail to the other Trail Users by e-mail.

3.3 Counterparts. This Agreement may be signed in counterparts, and the counterparts taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of the date set forth below.

ARROYO HONDO LAND TRUST

By: _____
Name: _____
Title: _____
Date: _____

AGREED AND ACCEPTED:

By signing below, the Landowner/Trail User agrees to the terms of the Agreement between the Arroyo Hondo Land Trust and the Landowners.

By: _____
Name: _____
Date: _____
Address: _____

E-mail: _____
Phone Number: _____

Trail Etiquette

It is understood that the use of the trails crossing private property is a privilege, not a right. If Trail User(s) abuse(s) the trails or otherwise causes problems for the Landowner, the Trail Users could lose that privilege. Accordingly, Trail Users shall respect the right of the Landowner to quiet enjoyment of his/her property and shall act in a manner that recognizes that the use of Trails is a privilege. In connection with such privilege, the Trail Etiquette includes the following:

1. Trail Users will stay on the trails, if and as marked.
2. It is recognized that the land is extremely fragile, especially when wet. Trail use should be limited after it rains so to not compromise the trail or cause indentations, footprints or ruts in the trail.
3. No Trail User will litter on a trail.
4. Dogs must be kept under control at all times. If one cannot keep a dog under control, a leash must be used. Dogs should not be allowed to come close to dwellings nor shall they interfere with other animals on the property.
5. Gates should always be left as found.
6. Group use is discouraged.
7. Speed on the trails should be appropriate to visibility due to the terrain, proximity to residences, barns, corrals or other structures on the properties being traversed. Trail users are asked to maintain a slow/walking pace when passing near residences or horse facilities on properties being traversed. Trail users are asked to just be mindful of each other to keep the use of the trails safe and enjoyable for all.
8. Because this is a multi-use trail system, and because horses can be startled by unusual or sudden movements, horseback riders need to be given the right of way by hikers and bikers. Horseback riders and bikers should always announce their presence to pedestrians as they approach.
9. Trail users should always exercise caution when crossing roads and driveways.
10. No motorized use is permitted, except as needed for maintenance and by explicit permission of property owners.