ATV USE PERMIT

THIS PERMIT, is granted this _____day of _____

20___, by _____, to the _____
(Permittors) (Permittees)

_____, to establish and maintain on the

hereinafter described land, an All Terrain Vehicle (ATV) trail.

SAID _____, THE (Recorded owner or lessees)
(Permittors)

grants this permit over and upon the following described premises

Situated in the County of _____,_____
(Township or Municipality)

TO the _____, for the period of _____ years, from

_____, to _____.
(date) (date)

SUBJECT TO:

1. This permit shall terminate upon sale of the land, or upon notification in writing to the Permittees, which notice shall be given 30 days prior to termination by the Permittors.

2. The said ATV trail shall be open to the general public for ATV use without charge and shall be properly signed to direct ATV traffic and notify motor vehicle traffic on road crossings.

3. The Permittor or his authorized representatives shall at all times, have the right to enter upon said ATV route for any purpose necessary to carry out his powers and duties.

4. The permit is for a ____ foot wide route and/or open area over the lands to be used as described in Exhibit "A".

5. All rubbish, debris, and garbage of any nature or kind arising out of the use of the trail shall be promptly picked up and disposed of properly.

6. The Permittors shall have the right to close said ATV route with the advance written notice to the Permittee.

7. The Permittee agrees that no trees will be cut that are greater than ____ inches in diameter, unless an additional permit is granted by the Permittor. Permittee may remove debris or down trees which may obstruct the trail without additional permission of Permittor.

8. The Permittors liability for injuries and damage that may be suffered on the authorized trail is controlled by Title 14, MRSA, Chapter 7, Section 159-A of the Revised Maine Statutes "Limited Liability for Recreational or Harvesting Activities."

9. The State of Maine, Department of Conservation, acting through the Bureau of Parks and Lands ATV Program will purchase and keep in full force and effect, an insurance policy providing $400,000.00 per occurrence, liability protection to the Permittors, its directors, officers and employees.

10. This permit prohibits future claims of adverse possession and/or prescriptive use by Permittee(s) for the permitted ATV route.

11. Permission to Map ____ Yes ____ No

_____ _____
(Dated) (Signature Permittor)

_____ _____
(Dated) (Signature Permittee)