

LANDOWNER AGREEMENT VERMONT MOUNTAIN BIKE ASSOCIATION

THIS AGREEMENT is entered into by and between (referred to elsewhere in this document as the "Landowner") and a chapter of Vermont Mountain Bike Association, Inc. (referred to elsewhere in this document as the "Chapter") for the specific purpose of allowing recreational use of trails on a piece of property in the town of _____,

WHEREAS, the Chapter wishes to provide a satisfying recreational experience for the public by constructing and maintaining recreational trails on the Property utilizing, in part, public funding; and

WHEREAS, public funding from the U.S. Federal Highway Recreational Trail Program requires that trails constructed with such RTP grant funds must be open for public use for a minimum period of the useful life of the trail, with the State has determined to be 10 years, and must be maintained for that period by the grantee of such funds; and

WHEREAS, VMBA is the grantee of RTP grant funds that will be used to construct the recreational trail by the Chapter and VMBA and the Chapter are responsible for complying with all RTP grant requirements; and

WHEREAS, the continuity of the Chapter's recreational trail system requires that the trails cross Landowner's private land; and

WHEREAS, the Landowner is interested in planning for and assisting the Chapter with the continuity of its recreational trail system;

NOW THEREFORE, the Landowner and Chapter agree to the following:

I. DEFINITIONS

Recreational Use may include mountain biking, cross country skiing, snowshoeing and hiking for a period of at least 10 years and shall not include motorized use, except that the Chapter may utilize motorized vehicles, such as a mini-excavator, for the purposes of constructing and maintaining trails and/or emergency response where appropriate.

- a. The Property refers to a piece of property located at _____ and identified on the tax parcel maps for the Town of _____, as parcel number _____. See map attached as Exhibit A.

I. OBLIGATIONS OF THE LANDOWNER

- a. The Landowner shall allow the Chapter to construct, maintain and repair the Recreational Trails on the Property as approved in the RTP Grant awarded to VMBA and as depicted on the map attached as Exhibit A and to keep the Recreational Trails open and available for public use for a period of at least 10 years.
- b. The Landowner shall allow the public to utilize trails, built and maintained by the Chapter for Recreational Use without charge for a period of at least 10 years.
- c. The Landowner shall notify the Chapter of any upcoming forest management or other land management activities which are planned in the vicinity of the Recreational Trails and may impact the use of the Recreational Trails. The Landowner can temporarily close of the trails or parts of the trails for the purposes of public safety and for the minimum duration necessary. The duration of closure shall be determined in coordination with the VMBA chapter.
- d. The Landowner shall notify the Chapter of any changes in the Landowner's contact information listed at the bottom of this agreement.

II. OBLIGATIONS OF THE CHAPTER

- a. The Chapter shall construct and maintain the Recreational Trails at its sole expense, in a safe manner utilizing best practices that allows for Recreational Use by the general public for a period of at least 10 years.
- b. Before constructing any new Recreational Trails or rerouting on the property, the Chapter shall examine the route of the proposed Recreational Trails with the Landowner, in order to confirm the route is acceptable to the Landowner.
- c. Prior to commencing construction of any new Recreational Trails on the Property, the Chapter shall be solely responsible for obtaining any required local, state or federal land use permits.
- d. The Chapter shall notify the Landowner of any changes in the Chapter's contact information listed at the bottom of this agreement, including the name of the primary contact person for the Chapter.
- e. The Chapter shall communicate with all users of the Recreational Trails about any temporary trail closure and will communicate this with trails users through available channels.
- f. The Chapter shall, at least annually, communicate with the Landowner, its construction/maintenance plans for the Recreational Trails.

- g. The Chapter shall encourage all users of the Recreational Trails to report any illicit uses or activities on the Property which are not consistent with the Landowner's management plan or wishes.

III. TRAIL MANAGEMENT

- a. The Recreational Trail shall be built to accommodate Recreational Use and as approved by the RTP Grant.
- b. The tread of the trail shall not exceed _____ feet (____) in width.
- c. The Chapter shall be permitted to build bridges, install culverts, grade the tread, install stone or take other steps to improve drainage of the Recreational Trails.
- d. The Landowner shall not obstruct or close the Recreational Trails.
- e. The Chapter shall have the discretion to temporarily close or otherwise limit access to all or part of the Recreational Trails for public safety or maintenance and repair.

IV. LENGTH OF AGREEMENT

This agreement shall become effective when signed by the Chapter and the Landowner. If Chapter utilizes public funding for construction or maintenance, this agreement shall remain in effect for a period of no less than 10 years and may be modified or renewed upon written agreement by both the Landowner and the Chapter.

V. GENERAL PROVISIONS

- a. Landowner acknowledges that the Recreational Trail shall become part of the Vermont Trail System, pursuant to 10 V.S.A. Chapter 20. This designation helps to limit any possible Act 250 jurisdiction over the Recreational Trails to only the Recreational Trail corridor and not the remainder of the Property (except in cases where the property is already subject to an existing Act 250 permit).
- b. Landowner acknowledges that the Recreational Trails may be subject to Act 250 jurisdiction. Pursuant to Section II, above, the Chapter shall be solely responsible for acquiring and managing any required Act 250 permit. The Landowner, however, agrees to cooperate with the Chapter by signing any permit applications or taking any other actions that will facilitate the Chapter's acquisition of a permit.

- c. Neither this agreement nor any right or duty of either party may be transferred, assigned, conveyed or contracted without the prior written permission of the other party.

VI. LIABILITY

- a. The Chapter shall hold the Landowner harmless against all loss and liability to public users of the Recreational Trails and indemnifies the Landowner from the same.
- b. In the event the (a) landowner liability protection afforded by 10 V.S.A. Chapter 20 or 12 V.S.A. Chapter 203 is repealed or altered in a manner which materially increases, in Landowner's reasonable opinion, Landowner's potential liability to public users of the Recreational Trails, and (b) no other statute or law affords Landowner, in Landowner's reasonable opinion, liability protection which is substantially similar to that now afforded by 10 V.S.A. Chapter 20 or 12 V.S.A. Chapter 203; and (c) the Chapter elects not to provide reasonable insurance coverage or otherwise agree to hold Landowner harmless against potential liability to public users of the Recreational Trails, then this agreement shall terminate and be rendered null and void and Chapter or VMBA shall be responsible for reimbursing to the State of Vermont any federal RTP funds used for the trail construction if the agreement is terminated prior to the expiration of the 10-year period.

VII. SIGNATURES

The signatories below agree to the terms and conditions of this agreement.

LANDOWNER:

Landowner Signature

Date

Landowner Contact Information:

Mailing Address:

Email Address:

Telephone Number:

CHAPTER:

Chapter Signature

Date

Chapter Contact Information:

Mailing Address:

Email Address:

Telephone Number:

VERMONT MOUNTAIN BIKE ASSOCIATION:

VMBA Signature

Date

VMBA Contact Information:

PO Box 2055, South Burlington, VT 05407

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