**LANDOWNER AGREEMENT**

**VERMONT MOUNTAIN BIKE ASSOCIATION**

THIS AGREEMENT is entered into by and between **NAME OF LANDOWNER(S)** (referred to elsewhere in this document as the “Landowner”), with a principal address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and **CHAPTER NAME**, 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 **TOWN NAME.**

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, many public funding grant programs, including the U.S. Federal Highway Recreational Trail Program, require that trails constructed with such public funding must be open for public use for a minimum period of the useful life of the trail, which the State of Vermont has determined to be 10 years; and

WHEREAS, should VMBA be the grantee of federal, state, or private grant funds that will be used to construct the recreational trail by the Chapter, VMBA and the Chapter are responsible for complying with all grant requirements; and

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

[WHEREAS, the landowner’s property is subject to a Grant of Development Rights and Conservation Restrictions held by the Vermont Land Trust;]

WHEREAS, the Chapter wishes to maintain free public access to any recreational trails it develops on the Landowner’s private land for a minimum period of 10 years;

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

1. DEFINITIONS

1. Recreational Use may include mountain biking, including e-assist mountain biking, winter fat biking, cross country skiing, snowshoeing and hiking for a period of at least 10 years and shall not include [any other] 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.
2. The Property refers to a piece of property located at **E-911 ADDRESS**, **TOWN**, Vermont and identified on the tax parcel maps for the Town of **TOWN,** as parcel number **PARCEL NUMBER**. See map attached as Exhibit A.

1. OBLIGATIONS OF THE LANDOWNER

1. The Landowner shall allow the Chapter to construct, maintain and repair the Recreational Trails on the Property 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, and as approved in any federal, state, or private grant awarded to VMBA for the construction of the Recreational Trails.
2. 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.
3. 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 off 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.
4. The Landowner shall notify the Chapter of any changes in the Landowner’s contact information listed at the bottom of this agreement.
5. The Landowner shall notify the Chapter of any problems or issues arising from Recreational Use.
6. The Landowner shall allow the Chapter to create a digital map (“shapefile”) of the constructed trails and submit said file to the Vermont Trails & Greenways Council (VTGC) for incorporation into the Vermont Trails System (VTS) database. Furthermore, the Landowner agrees to allow the Chapter to make said mapping information publicly available through digital mapping websites such as, but not limited to, Trailforks, Trailhub, and Trailfinder, which shall be managed by the Chapter in coordination with the Landowner.

1. OBLIGATIONS OF THE CHAPTER

1. 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.
2. 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. [The Chapter shall also contact Vermont Land Trust (VLT) to confirm that any new or rerouted trails are consistent with the purposes and goals of the existing conservation easement.]
3. 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.
4. 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.
5. 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.
6. The Chapter shall, at least annually, communicate with the Landowner, its construction/maintenance plans for the Recreational Trails.
7. 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.
8. The Chapter shall respond promptly to any Landowner concerns arising from Recreational Use on the Property.

1. TRAIL MANAGEMENT

* + 1. The Recreational Trail shall be built to accommodate Recreational Use and as approved by any awarded federal, state, or private Grant, including but not limited to the Recreational Trails Program.

* + 1. The tread of the trail shall not exceed \_\_\_ feet \_\_\_ inches in width unless dictated by special circumstances. In which case, the Landowner and Chapter shall discuss specifics and determine a mutually agreeable solution..

* + 1. 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.

* + 1. The Landowner shall not obstruct or close the Recreational Trails.

* + 1. 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.

1. 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. After the 10-year period, either party may choose to terminate the agreement in writing, providing a period of no less than three (3) months before the agreement shall cease to be in effect.

1. GENERAL PROVISIONS

* + 1. 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).
    2. Neither this Agreement nor any use of the Recreational Trails established pursuant to this agreement shall, under any circumstances, entitle the Vermont Mountain Bike Association, the Chapter, or any other Chapter, or any member of any one or more such organizations, to claim any dedication, any right of adverse possession, any prescriptive easement, or any similar right with respect to any portion of the Landowner’s property.

* + 1. Landowner acknowledges that the Recreational Trails may be subject to Act 250 and/or local zoning jurisdiction. Pursuant to Section II, above, the Chapter shall be responsible for acquiring and managing any required permits. The Landowner 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.

* + 1. 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.

1. LIABILITY

1. The Chapter, through VMBA, shall indemnify and hold the Landowner harmless against all loss and liability to public users of the Recreational Trails except to the extent such loss and liability is caused by the Landowner’s intentional, willful or wanton misconduct. Through this agreement, VMBA hereby names the Landowner as an additional insured under VMBA’s insurance policy. Notwithstanding the foregoing, this paragraph shall not apply, and VMBA shall have no duty to indemnify Landowner, in the event Landowner charges a fee to public users to use any portion of the Property.
2. 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, through VMBA, 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.

1. GENERAL TERMS
   1. In the event of any dispute arising from or relating to this Agreement, the parties hereto shall attempt to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within 60 days, then, upon notice by either party to the other, such disputes may be submitted to the courts of the County of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in the State of Vermont as described in Section VII(d) below.
   2. This Agreement shall be deemed to have been made and executed in the State of Vermont and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Vermont, without reference to its conflict of laws principles.
   3. In the event of any dispute related to this Agreement, the substantially prevailing party shall be entitled to recover all its expenses related to such dispute, including reasonable and documented attorneys’ fees and court costs.
   4. The parties agree to submit any dispute relating to this Agreement to the jurisdiction of the federal or state courts within the County of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in the State of Vermont, and the parties hereby submit to the exclusive jurisdiction of such courts. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit.
   5. In the event any provision, term, condition, or covenant contained in this Agreement (or any portion thereof) is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision (or portion thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will remain in full force and effect.
   6. This Agreement constitutes the complete agreement between the parties and supersedes all prior communications and agreements between them with respect to the subject matter hereof and may not be modified or otherwise amended except by a further writing executed by both parties hereto, which writing specifies that it is an amendment hereto.
   7. The parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties and not in favor or against either party.
   8. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when each party has signed a counterpart. Execution and delivery of an electronic or PDF copy of this Agreement (whether via original or electronic signature) shall have the same force and effect as execution and delivery of original signatures.
2. 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

nick@vmba.org

(802) 540-2447 www.vmba.org