

Private Landowner Agreement

THIS AGREEMENT made _____, 2013

BETWEEN:

hereinafter called the "Landowner"

OF THE ONE PART

- and -

hereinafter called the "Trails Association"

OF THE OTHER PART

WHEREAS this is an Agreement between the Trails Association and the Landowner for the use of the parcel of land described in Schedule "A" (hereinafter referred to as the "Land") as a shared-use recreational trail.

AND WHEREAS this Agreement is not intended to restrict the Landowner's use of his/her Land, but to establish parameters for use of the said Lands by _____ .

WITNESSETH that the following terms and conditions are mutually agreed upon between the two parties named above:

1. The Trails Association agrees to provide the Landowner with a detailed description of the construction to be completed. No construction will begin until the Landowner has consented in writing to the construction plans and the route.
2. All work and improvement to the Land will be in accordance with the guidelines established in the Provincial Trails manual, *Developing Recreational Trails in Nova Scotia: Planning, Design, Construction, Maintenance and Management*.

3. The Trails Association agrees to maintain the trail in accordance with the Provincial Trails Manual. The Landowner agrees to notify the Trails Association of any maintenance requirements which he/she becomes aware of.
4. The Landowner in turn agrees to inform the Trails Association of activities they engage in which will impact on the trail and the safety of trail users.
5. The following uses have been agreed upon by the Trails Association and the Landowner as acceptable recreational activities for the trail (check applicable box/boxes):
 - hiking
 - biking
 - cross-country skiing
 - equestrian
 - snowmobiling
 - all-terrain vehicle (ATV) use
 - off-road motorcycle
 - _____
6. The Trails Association will erect barriers to control access to any restricted use or uses.
7. The trail will be open for use _____
(year-round/specify when)
and between the hours of _____
(24 hours/day or specify when)
8. The Trails Association will post and maintain signs on the trail for safety purposes for all agreed upon recreational activities as well as to inform trail users of the agreed upon recreational uses of the trail. Signage will also be erected to inform trail users of Lands not covered by this Agreement and which should not be trespassed upon.
9. The Trails Association agrees to assume the risk associated with the construction and operation of a shared-use recreational trail on the Lands. The Trails Association will purchase a general liability insurance policy to cover the agreed upon uses of the trail.
10. This Agreement shall continue in effect from _____, 2013, until terminated by either party, upon giving the other party no less than ninety (90) days notice in writing.
11. The Trails Association will not transfer any of the rights or privileges granted in this Agreement to any other body without the written consent of the Landowner.
12. This Agreement and any uses of the Land shall not create a public right of way or easement over the said Lands.

SCHEDULE "A"

The following map is a representation of the parcel of land referred to in this agreement. The highlighted corridor represents the proposed trail route: