

Private Landowner Agreement

THIS AGREEMENT made _____, 2018

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 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. 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.
2. 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.

3. 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.

4. Trail use in the province is generally defined as multi-use; however, the uses on the section of trail as identified in this agreement between the Trails Association and the Landowner is to be defined operationally as: _____

5. The trail will be open for use _____
(year-round/specify when)
and between the hours of _____
(24 hours/day or specify when)

6. The Trails Association will post and maintain signs on the trail for safety purposes, information, and acceptable trail uses.

7. The Trails Association will provide proof of general liability insurance to the landowner and agrees to add the landowner as an additional insured.

8. This Agreement shall continue in effect from _____, 2015, until terminated by either party, upon giving the other party no less than ninety (90) days notice in writing.

9. 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.

10. This Agreement and any uses of the Land shall not create a public right of way or easement over the said Lands.

11. In **WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEAL and DELIVERED)
in the presence of:)

Witness)

Landowner)

Landowner)

Witness)

Trails Association)

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: