

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHASKA,
CITY OF CHANHASSEN AND CARVER TRAILS – PERMIT TO
CONSTRUCT SINGLE TRACK MOUNTAIN BIKE TRAILS ON MNDOT
PROPERTY AS OUTLINED IN THE LIMITED USE PERMIT AND CITY
OF CHANHASSEN PROPERTY**

THIS PERMIT is made this ____ day of _____, 2019 by the CITY OF CHASKA and CITY OF CHANHASSEN, Carver County, Minnesota (“Cities”), and conveyed to the entity known as Carver Trails a non-profit corporation.

PERMIT CONDITIONS

The Cities hereby authorize Carver Trails to construct single-track mountain biking trail(s) upon MnDOT and City of Chanhassen right-of-way property located south of Pioneer Trail and East and West of Audubon Rd., near Pioneer Ridge Middle School as shown in Exhibit A - further referred herein as the “Trail”. Pursuant to such approvals the following conditions are required and applied to this Permit:

1. Carver Trails shall install and complete the Phase 1 section 1 Trails as shown not later than one year from “clear to build” date. All Trails shall be installed following the established sustainability and other best practices as defined by the International Mountain Biking Association (IMBA) and any additional provisions outlined in this Permit. Carver Trails shall certify and warrant in writing to the Cities that the Trail is completed to such standard prior to any official opening or use. Phase 1 section 2 will be built after Phase 1 Section 1 is complete.
2. Carver Trails shall ensure that such trails constructed hereunder shall be open to the general public and acknowledges that such Trail shall be multi-purpose and not intended as sole or single purpose facility and shall accommodate reasonably compatible uses.
3. Carver Trails shall mark the Trail route and layout for inspection by the Cities prior to any construction taking place. Once trail layout is approved, and all necessary paperwork is signed, construction may commence. Carver Trails shall provide a construction staging plan. Construction must be staged in a methodology so as to ensure that any Trail segments are initiated and fully completed prior to the advancement of other construction. Construction volunteers shall park in the designated parking lot.
4. All workers for any installations shall be deemed volunteers and under the direct authority and control of Carver Trails. All workers shall be required to execute a waiver of liability to the Cities on forms provided by the Cities prior to engaging in any construction activities. Persons under the age of 18 must have such forms signed by their parents / legal guardian.
5. Carver Trails shall regularly monitor the Trail for the establishment or incidence of

persons leaving the established Trail. Carver Trails shall be responsible to identify such actions and shall take necessary steps to prevent such actions.

6. Construction of the Trails will be accomplished with standard homeowner hand and motorized tools. Care to minimize impact to the surrounding area of the trail route, will be taken. No living trees or vegetation may be removed that exceeds 4" in diameter.
7. Carver Trails shall install appropriate signage to ensure all trail users are informed as to the operations, rules, risks and access points. Such signage plan shall include notices to all Trail users that the user acknowledges and assumes all risk. A signage plan shall be supplied to the Cities for review prior to any installations. Signage Plan shall be affixed hereto as Exhibit B.
8. Carver Trails shall in any formal promotional materials and on-site signage direct that parking for the Trail shall be at Pioneer Ridge Middle School (after school days and on non-school days such as Saturdays, Sundays and holidays) legal roadside or nearby lots so designated in Exhibit A.
9. The Trail shall close to all non-foot traffic at 9:30pm. Carver Trails shall ensure adequate signage at the Trailhead and conspicuous locations along the Trails advising users of Trail closing times.
10. Carver Trails shall be solely responsible for regular trail way maintenance including but not limited to: trail maintenance, erosion control, garbage removal, sign maintenance. Carver Trails shall also be responsible to close trail ways to activities that may cause tire-rutting or other trail damages when conditions warrant.
11. Carver Trails shall provide regular updates to the Cities Parks and Recreation Directors regarding the operations, issues and status of the trail systems. Carver Trails shall provide an annual written report to the Cities outlining the type of uses, successes, failures, problems, needs, future plans, etc.
12. Carver Trails may not hold any formal staged race events on this site.
13. Carver Trails shall provide a supplemental indemnification policy to the Cities with regard to any general liability for claims from intended trail use or trail maintenance causes of action or demands that might be brought against the Cities arising out of the uses authorized by this Agreement; and further, Carver Trails agrees to provide to the Cities evidence of insurance coverage of at least \$1,000,000 of combined single limits covering claims that might be brought against them and/or the Cities that arise out of the uses authorized by this Agreement and to name the Cities as an additional insured party on their policy. This proof of insurance shall be provided to the Cities not later than April 1st of each year.
14. Failure on the part of Carver Trails to comply with any specific or general provisions of this Agreement may result in the revocation of this permit. The Cities will provide written notice to Carver Trails of any defects or known deficiencies which are brought to the

attention of the Cities for which Carver Trails shall promptly address to the satisfaction of the Cities not later than twenty (20) days prior to any opening date and not later than April 1st of each year.

15. Carver Trails shall have the following responsibilities:

- Provide and supervise volunteers in the construction of approved technical features and alignment changes.
- Technical features and alignment changes must conform to IMBA guidelines and the Cities approved designs.
- Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
- Identify crew leader(s) and submit name, address and phone numbers to the Cities.
- Volunteers may use bikes in the on-site planning and testing of technical features prior to official trail opening.
- Provide volunteers to accomplish the regular inspection and maintenance of the trail.
- Perform routine inspection and maintenance activities. In the event that Carver Trails is unable to safely and promptly address an identified issue that may create an unsafe situation, a Carver Trails volunteer shall notify the Cities.
- Train and supervise volunteers in appropriate trail grooming and maintenance techniques in accordance with Carver Trails guidelines for summer and/or winter trail use. Winter grooming may involve a motorized groomer.
- Carver Trails shall report any suspicious activity to the Chaska City Police Department non-emergency, (952) 448-4200 or the Chanhassen City Police Department non-emergency, 952-227-1601 whichever has jurisdiction.
- During the course of any construction, inspection, maintenance, or grooming work, Carver Trails shall communicate with trail users regarding matters concerning uncooperative behaviors, unauthorized Trail use by any users or persons causing unsafe conditions on the Trail. If any such users do not suspend such activity or are uncooperative with the Carver Trails official, said user shall be removed from the Trail. If said user refuses to leave the Trail, said Trail official shall report same to the Chaska City Police Department or the Chanhassen City Police Department whichever has jurisdiction.
- Carver Trails shall display appropriate “Trail Etiquette Rules” in the form of signage at the trail head and other various locations along the trail as agreed upon by the Cities to provide notice to trail users as to expected and required behavior

while using the trail.

16. Hold Harmless and Indemnification

The Cities and Carver Trails agree that they will be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations and their accepted responsibilities found in this Permit. Under no circumstances shall a City party to this Memorandum of Understanding be liable for bodily injury or property damage that occurs on property in the other City party's jurisdiction. The Cities do not provide any warranty or certification that this area is best suited for the planned uses by Carver Trails and Carver Trails accepts all associated risks. Carver Trails shall indemnify the Cities from any and all liabilities associated with the installation and general operation of the Trails by its volunteer workers, for mountain biking purposes authorized under this Permit as it is Carver Trails responsibility to ensure all trails are constructed and maintained to the defined standards for such uses. Authorized non-maintenance uses include mountain bikers, hikers, walkers, trail runners and snowshoers. Carver Trails is not responsible for alternative uses of such trail or other non-permit related elements or activities.

17. Under no circumstances shall any City Party to this Memorandum of Understanding be required to pay on behalf of itself and any other City Party subject to this Memorandum of Understanding, any amounts in excess of the limits of liability established by Minnesota Statutes, chapter 466, applicable to any one City Party. The limits of liability for some or all of the City Parties to this Memorandum of Understanding may not be added together to determine the maximum amount of liability for any City Party. The intent of this paragraph is to impose on each City Party a limited duty to defend and indemnify the other City Party for claims arising within the City Party's jurisdiction subject to the limits of liability under Minnesota Statutes chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among City defendants, and to permit liability claims against multiple City defendants from a single occurrence to be defended by a single attorney.
18. Carver Trails shall have a written Emergency Operations Plan, that additionally shows extraction points and shall be affixed hereto as Exhibit C and shall be updated as needed.
19. The Cities make no warranty that the route selected by Carver Trails are in a condition that best suits this use. Carver Trails is obligated to address any conditions that it may deem unsafe for its riders and correct such deficiencies promptly.
20. The City of Chaska is required to obtain a Limited Use Permit (LUP) with the State of Minnesota, Department of Transportation (MnDOT) as a condition to utilize MnDOT's land for the Trail, thus the City of Chaska and Carver Trails hereby agree that future amendments, deletions or additions to this MOU Agreement may be necessary in the future to coincide with LUP requirements or restrictions. Both parties agree to work

together to make adjustments as necessary.

This permit shall terminate at such time any of the following occur:

1. Carver Trails fails to maintain and/or operate such Trails as outlined in the Permit.
2. The MnDOT Limited Use Permit with the City of Chaska terminates or expires.
3. The Cities or Carver Trails may revoke or suspend this Permit at any time it deems necessary. This PERMIT does not create any expressed or inherent property rights to Carver Trails. Prior to any such revocation the Cities shall endeavor to provide reasonable notice of such closure, indicating to Carver Trails the reasons for closure. If applicable, the Cities will provide a timeline for reinstatement of the Permit and the necessary conditions.
4. The term of this Permit shall commence on the date that City of Chaska, City of Chanhassen and Carver Trails executes this Permit (“Effective Date”) and shall terminate on the date subject to the termination provisions provided above.

PERMIT TERMS AND CONDITIONS ACCEPTED BY THE APPLICANTS

City of Chaska

City Administrator Matt Podhradsky

Date

City of Chaska

Mayor Mark Windschitl

Date

City of Chanhassen

City Manager Todd Gerhardt

Date

City of Chanhassen

Mayor Elise Ryan

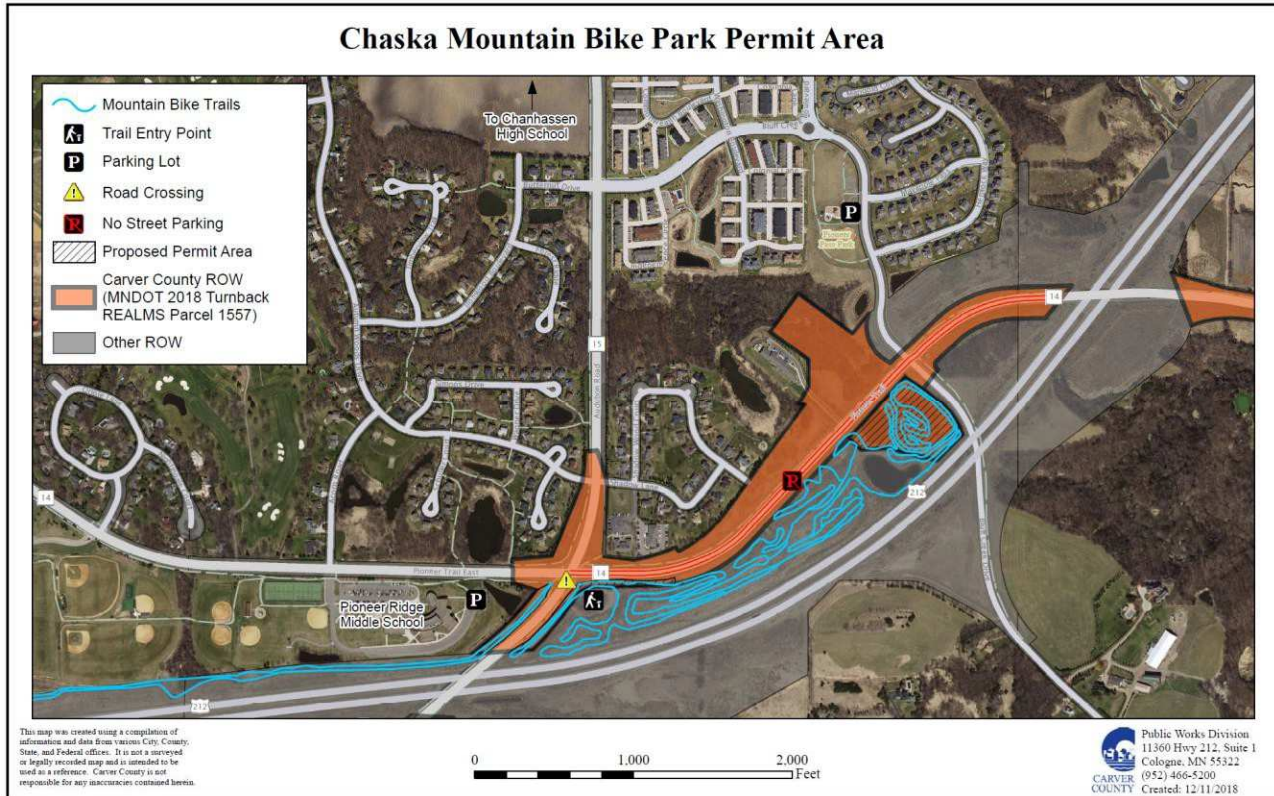
Date

Carver Trails

President of Board

Date

Exhibit A – General Trail Layout

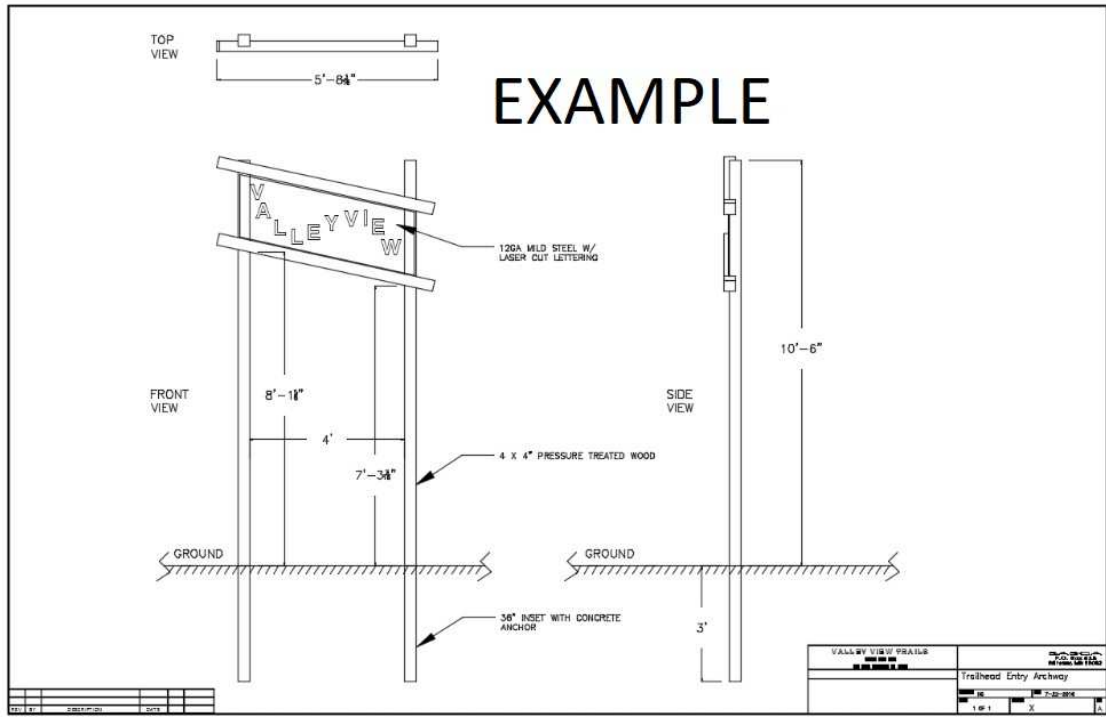


Note: the proposed permit area identified in the legend is the area that Carver County is transferring to the City of Chanhassen. The remainder areas with trails are owned by MnDOT of which the City of Chaska will have a Limited Use Permit for such use.

Exhibit B - SIGNAGE PLAN

1. Entry Portal

Entry portal would be a visible start to the trail near the trailhead. While it is not shown, a simple and lockable hinged bar could be installed to alert the trail users that the trail is temporarily closed due to wet conditions, season changes or major maintenance.



2. Exit Portal

If possible and the location warrants it, a second identical portal would be installed at the end of the trail close to the trailhead. A "WRONG WAY" sign would be mounted to the front of the portal to alert the trail users that it is the wrong entrance.

3. Trailhead Kiosk (Trail Summary and Map)

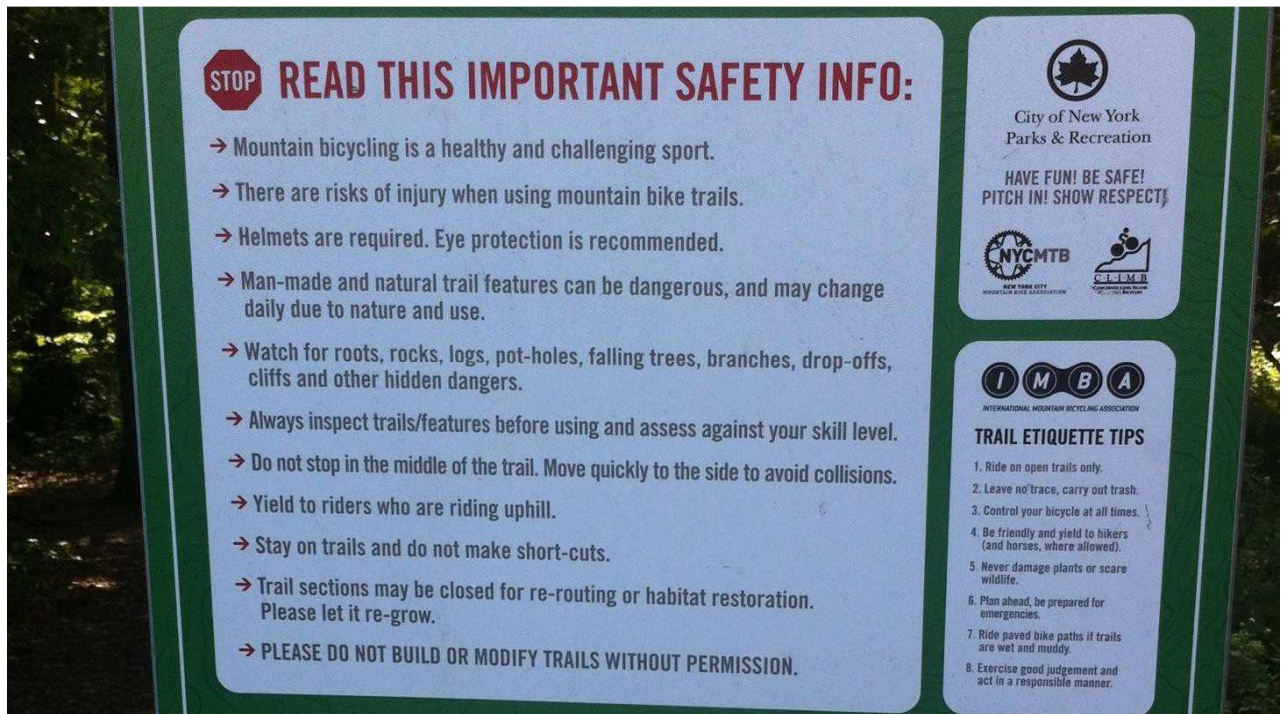
A trailhead kiosk will be installed near to the start of the trail. The kiosk will have one or two sides, may or may not have a roof (Image included is to represent scale only). It will have a large printout of a map of the paved trails and single-track trails.



An information board with rules and regulations for trail use may be installed This list will need to be reviewed and approved by the Parks Commission or City Staff before it is printed out and installed. Amended wording is included below the picture.

Carver Trails shall install additional signage directing trail users to park in the designated areas as shown in Exhibit A.

The Carver Trails contact information shall be prominently presented at the KIOSK with directions to contact them should there be any non-emergency or maintenance needs.



List above amended to read the following (subject to modification and approval from the City of Chaska)

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- All trail users acknowledge and assume all risk.
 - Trails are open to mountain bikers, hikers, walkers, trail runners and snowshoers.
 - No horses nor any motorized vehicles allowed at any time. Motorized maintenance equipment is allowed.
 - Helmets are required for mountain bikers; eye protection is recommended for all users.
 - Natural trail features can be dangerous, and may change daily due to mature and use.
 - Watch for roots, rocks, logs, pot-holes, falling trees, branches, drop-offs, cliffs and other hidden dangers.
 - Always inspect trails/features before using and assess against your skill level.
 - Do not stop in the middle of the trail. Move quickly to the side to avoid collisions.
 - Yield to riders who are riding uphill.
 - Stay on trails and do not make shortcuts of any kind.
 - Announce your approach to other trail users.
 - NEVER RIDE IN THE RAIN, exit the trail as quickly and safely as possible.
 - NEVER RIDE WHEN TRAIL IS CLOSED.
 - In an emergency, dial 911 and proceed to the closest road.
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IMBA Trail Etiquette Tips will be reprinted exactly as shown above.

4. Trail Markers (1/4mi)

Trail markers will be placed at 1/4mi intervals on the trail. These markers will show the trail user the direction in which they are travelling and the mileage they have covered.

The markers will also have icons installed to remind users that biking and foot travel are welcome.

The markers are standardly used around the country and work well in forest, prairie and mixed lands. They are made from a composite material which resist impacts and hold up well to all kinds of weather.

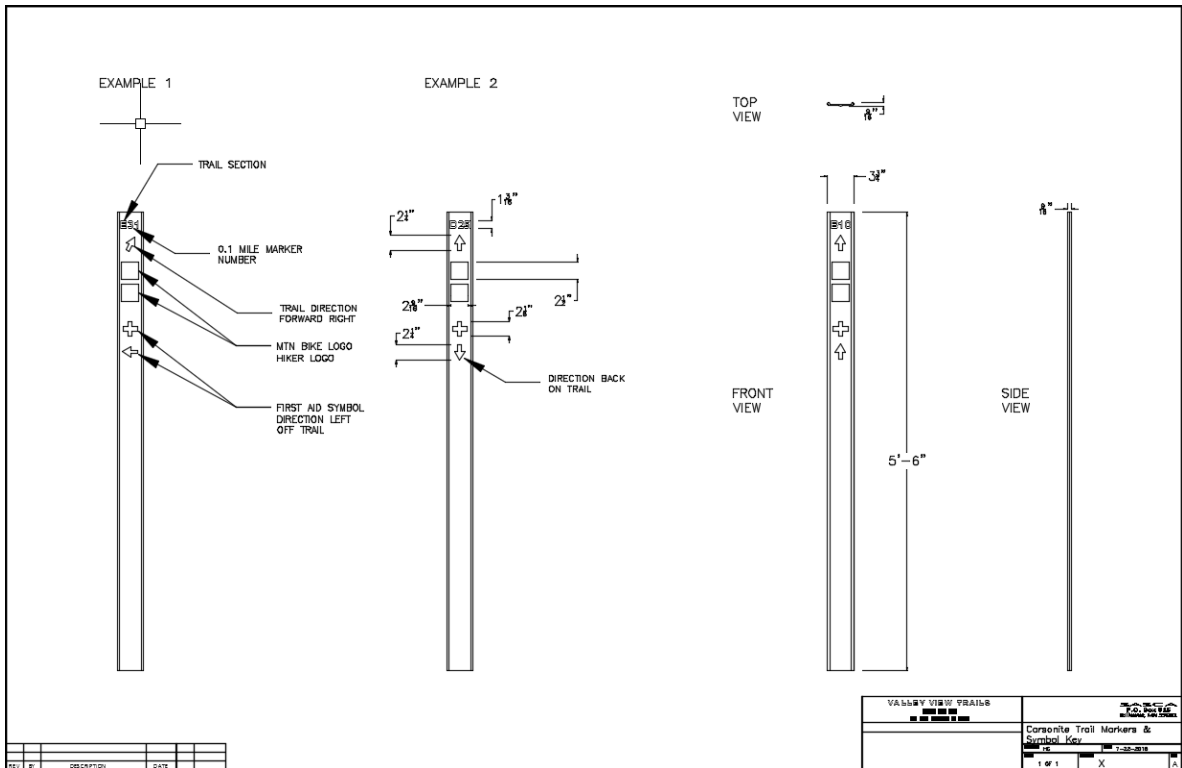


Exhibit C – EMERGENCY OPERATIONS PLAN

Emergency protocols for a single-track mountain bike trail with allowances for multi-use movement on foot are defined by accidents including falls resulting in hitting the ground or an obstruction like a rock or tree. Non-accidental medical emergencies resulting in participation of these types of sport can include but not be limited to cardiac incidents, dizziness or vertigo, shortness of breath, nausea or heat exhaustion.

1. Hawk's Ridge is within 5 minutes of a regional hospital, Two Twelve Medical Center.
2. Hawk's Ridge is well served with several paved road access points close to many sections of the trail.
3. An emergency incident on the trail will require the following method to be implemented for safe extraction from the trail within the park to transportation and medical attention.
 - a. Since 911 and first responders are available, if the situation warrants it, 911 should be called immediately.
 - b. If necessary, first aid needs to be administered including full assessment of the situation at hand to be prepared to inform the first responders when they arrive.
 - c. If on the trail assess the closest road for an ambulance or emergency transport vehicle.
 - d. Determine the shortest and safest route on the trail to the closest road (shown on the map).
 - e. If the injured is capable of walking themselves, assist them down the trail, with or against the riding direction to the closest road.
 - f. If the injured is not capable of walking themselves and needs to be extracted as soon as possible, the injured will have to be carried along the trail to the closest road and medical attention.
 - g. Going off the trail and cutting through the field may be necessary to cut down on carrying time and distance.
 - h. Off-trail emergency routes would be added if deemed necessary.