TOWN OF _____

AGREEMENT FOR ENTRY; LIMITED RELEASE

THIS AGREEMENT, made and entered into this ____ day of _____, 2015

by and between the Town of _____, in the State of Vermont, (hereinafter "Town"), and_____(Name), of _____ (address), in the Town of _____, Vermont (hereinafter "Owner").

WHEREAS, the Owner owns certain land and premises in the Town of_____, which adjoin Town Highway No. _____maintained by the Town; and

WHEREAS, the Town desires, at its own expense, to perform certain work on or for the benefit of the highway (described more particularly below) (hereinafter "the Work"), which Work also will be of benefit to the Owner's property; and

WHEREAS, performance of the Work may require the Town, with its own forces or those of contractors, to enter upon the Owner's property, in areas outside the existing highway right-of-way;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Description of the Work. The Work will consist of the following:
_____
_____
_____
_____

2. Right of Entry; Limited Release. The Owner hereby grants the Town, with its own forces or those of contractors, the right to enter upon the Owner's property, with workers and equipment, for the purpose of undertaking the Work, and hereby waives, releases and discharges any claims, whether styled as trespass or otherwise, that may arise from such entry.

3. Retention of Certain Other Rights. Notwithstanding paragraph 2 of this Agreement, the Owner retains the right to assert against the Town, its contractors or other parties any claims that may arise from negligent acts or omissions during performance of the Work.

4. Waiver: The Owner having been informed of its right to an appraisal to estimate the value of the right-of-entry herein granted and to receive just compensation based on that appraisal, hereby waives these rights.

5. This Agreement for Entry; Limited Release is not binding unless one of the parties signing below receives a Better Backroads grant to perform the Work set forth above in Paragraph 1.

For The Town:	Owner:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name (must be owner)
_____	
Title (must be authorized agent)	

In Presence of:

_____

Signature

_____

Name of Witness (as to both)