

## TRAIL AGREEMENT

AGREEMENT made as of \_\_\_\_\_, 2015, by and between **Jane E. Raymond** of 336 Black Brook Road, Goffstown, New Hampshire 03045 (the “Grantor”), and the **City of Concord**, a municipal corporation having its principal place of business at 41 Green Street, Concord, New Hampshire 03301 (the “Grantee”).

WHEREAS, the Grantor is the owner of certain parcels of land situate in Concord, New Hampshire, and more particularly described as: Map 56Z Lot 6 and Map 56Z Lot 13 (the “Property”);

WHEREAS, the Grantor has agreed to allow the Grantee and the general public to use the existing trail across the western portion of the Property (the “Existing Trail”); and the Grantee desires to construct an extension of the southern end of the trail to connect to District Five Road (the “Trail Extension”)(together, the “Trail”);

WHEREAS, the Trail provides for a connection over the Property to link existing City of Concord conservation lands; and

WHEREAS, the parties have agreed to the benefits of such a Trail, on its approximate location (see Exhibit “A”, attached hereto), and on the manner in which the trail shall be administered and maintained.

NOW THEREFORE, the parties hereby agree as follows:

1. The Grantor shall permit the Grantee, its guests, invitees and the general public to use the Trail for non-motorized passive recreation including hiking, snowshoeing, cross-country skiing, nature study, and scenic enjoyment, but excluding bicycling, all in accordance with the terms of this Agreement.
2. The Trail shall be no greater than five (5) feet in width (unless otherwise authorized by the Grantor). The Grantee shall have the right, with the consent of the Grantor, to construct and to relocate the Trail Extension, including footbridges and boardwalks, as needed, but the Grantee shall obtain all necessary permits and approvals for construction of the Trail Extension. Upon termination of this agreement (Section 8 below) and at the request of Grantor, Grantee will promptly remove any footbridges or boardwalks constructed by Grantee.
3. The Grantee shall have the right to cut, trim, clear, and remove outgrowths of brush, other small vegetation, and other obstructions from the Trail, to the extent reasonably necessary to facilitate the uses intended hereby, but not trees without the Grantor’s permission, and the right to mark the Trail with markers in order to guide users along its course. The Grantee is also permitted to note the location of the Trail on the City of

Concord Trail Maps, which are posted on the City's website, published in the City of Concord Trail Guidebook, and posted at trail kiosks.

4. The Grantor shall have the right to temporarily close the Trail or relocate the Trail to accommodate forestry or agricultural activities. The Grantor shall notify the Grantee at least 14 days in advance of any closing to allow for announcement to the public. Grantor has no requirement to notify Grantee of minor, routine forestry such as harvesting cordwood or woodlot improvement that may entail brief closure of the Trail.
5. The Grantee, its agents, employees or representatives may use power equipment as may be necessary for the construction and maintenance of the Trail Extension, but shall promptly restore any damage caused to the Property caused by those activities.
6. All expenses associated with or arising out of the construction of the Trail, and its maintenance and improvement, shall be borne solely by or on behalf of the Grantee. The Grantor shall have no responsibility or obligation to maintain or repair the Trail. The Grantor's liability is governed by the provisions of RSA 508:14, or any liability related thereto.
7. The Agreement does not grant to the Grantee or to the general public or to any private person any rights in, under, or across any portion of the Grantor's Property other than along the Trail.
8. The terms of this Agreement shall be from the date of its execution to such a time that the Grantor should choose to terminate it. The terms of the Agreement may be revised at any time upon mutual consent of all the parties. The Grantor agrees to provide the Grantee a minimum of thirty (30) days notice if the Grantor should choose to terminate the Agreement.
9. The foregoing constitutes the complete agreement and understanding between the parties with respect to the Trail.
10. The City of Concord enters into this agreement pursuant to City Council approval on \_\_\_\_\_.
11. This agreement may be executed in counterparts.

[Signature Page Follows]

Signature Page to Trail Agreement

Grantor:

\_\_\_\_\_  
Jane E. Raymond

Grantee: City of Concord

By: \_\_\_\_\_

Thomas J. Aspell, Jr.  
City Manager  
Duly Authorized