RETURN TO: CITY OF CONCORD COMMUNITY DEVELOPMENT DEPARTMENT PLANNING SERVICES DIVISION 41 GREEN STREET CONCORD, NH 03301

### TRAIL AGREEMENT

AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by and between Frances (Hansi) C. Glahn and Wilbur A. Glahn III, Trustees of The Frances (Hansi) C. Glahn Revocable Trust Of 2006, of 44 Coventry Road, Concord, Merrimack County, NH, (the "Grantor") being the owner of a certain parcel of land situate in the City of Concord, Merrimack County, State of New Hampshire, recorded in the Merrimack County Registry of Deeds at Book 2956, Page 41 and more particularly described as: Map 100, Block 1, Lot 16, and the CITY OF CONCORD, a municipal corporation having its principal place of business at 41 Green Street, Concord, Merrimack County, New Hampshire 03301 (the "Grantee").

WHEREAS the City of Concord desires to construct a trail across the Grantor's property (the "Trail") and the Grantor has agreed to allow the Grantee and the general public to use the Trail; and

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

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; and

NOW THEREFORE, the parties hereby agree as follows:

- (1.) The Grantor hereby grants to the Grantee, with quitclaim covenants, the right and easement over a ten (10') foot wide strip of land across Grantor's property, to be located in the area denoted on Exhibit "A" by dashed lines and identified as "Trail Easement" (or the "Easement Area"), for the benefit of the Grantee.
- (2.) The Grantee, its guests, and the general public shall be permitted to utilize a trail to be established in the Easement Area (the "Trail") for the purpose of nonmotorized passive recreation including hiking, snowshoeing, cross-country skiing, mountain biking, nature study, and scenic enjoyment. The Trail shall be

created, maintained, and controlled by or on behalf of the Grantee in accordance with the provisions set forth herein.

- (3.) The Trail as constructed shall be no greater than five (5) feet in width (unless otherwise authorized by the Grantor). The Grantee shall have the right, with the written consent of the Grantor, to relocate the Trail within the Easement Area.
- (4.) The Grantee shall have the right to cut, trim, clear, and remove outgrowths of brush, other vegetation, and other obstructions from the Trail, and to build timber steps, railings, and boardwalks or bridges across wet areas, to the extent reasonably necessary to facilitate the uses intended hereby, and the right to mark the Trail with markers in order to guide users along its course. The Grantee shall also have the right to selectively cut, prune, and remove leaners and blowdowns to preserve safety.
- (5.) The Grantee is 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 at trail kiosks.
- (6.) The Grantee shall have the right to seek such permits, in the name of Grantor, as may be required for the construction and maintenance of the Trail, including boardwalks across wetlands.
- (7.) 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 said closing to allow for announcement to the public.
- (8.) The Grantee, its agents, employees, or representatives may use power equipment as may be necessary for the construction and maintenance of the Trail.
- (9.) The Grantor and Grantee shall not grant permission to use motorized vehicles on the Premises. Notwithstanding the foregoing, a power driven-wheelchair or other power-driven mobility device (OPDMD) shall be permitted to the extent required by the Americans with Disabilities Act or successor federal legislation.
- (10.) 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 New Hampshire law,

including but not limited to RSA 508:14 and RSA 212:34 or successor statutes, which sets forth immunities under the recreational use statutes.

- (11.) This 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 the Easement Area.
- (12.) This Agreement is governed by New Hampshire law. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.
- (13.) This Agreement shall be recorded at the Merrimack County Registry of Deeds. This Agreement shall run with the land and shall be binding and inure to the benefit of the parties described herein and their successors and assigns.
- (14.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.
- (15.) The City of Concord enters into this agreement pursuant to City Council approval on \_\_\_\_\_\_.

EXECUTED as a sealed instrument on the day and date first above written.

Grantor:

The Frances (Hansi) C. Glahn Revocable Trust Of 2006

trances (Hansi) C black By:

Frances (Hansi) C. Glahn, Trustee

State of New Hampshire County of Merrimack

1mg

Justice of the Peace/Notary Public My commission expires:

DONNA JEAN MUIR, Notary Public My Commission Expires September 18, 2018 Grantor:

By:

The Frances (Hansi) C. Glahn Revocable Trust Of 2006

Wilbur A. Glahn

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>4</u><u>wwwary</u>, 2016, by Wilbur A. Glahn, Trustee of The Frances (Hansi) C. Glahn Revocable Trust Of 2006, for the purposes therein contained.

1 Box C. Justice of the Peace/Notary

My commission expires: My Commission Expires June 4, 2019

Grantee:

City of Concord

By:

Thomas J. Aspell, Jr. City Manager Duly Authorized

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by Thomas J. Aspell, Jr., City Manager of the City of Concord, for the purposes therein contained.

Justice of the Peace/Notary Public My commission expires: RETURN TO: CITY OF CONCORD COMMUNITY DEVELOPMENT DEPARTMENT PLANNING SERVICES DIVISION 41 GREEN STREET CONCORD, NH 03301

#### **TRAIL AGREEMENT**

AGREEMENT made this <u>1</u> day of <u>FID MAM</u>, 2016 by and between Jay A. Patel and Manisha R. Patel, of 48 Coventry Road, Concord, Merrimack County, NH (the "Grantor") being the owner of a certain parcel of land situate in the City of Concord, Merrimack County, State of New Hampshire, recorded in the Merrimack County Registry of Deeds at Book 2357, Page 796 and more particularly described as: Map 100, Block 1, Lot 17, and the CITY OF CONCORD, a municipal corporation having its principal place of business at 41 Green Street, Concord, Merrimack County, New Hampshire 03301 (the "Grantee").

WHEREAS the City of Concord desires to construct a trail across the Grantor's property (the "Trail") and the Grantor has agreed to allow the Grantee and the general public to use the Trail; and

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

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; and

NOW THEREFORE, the parties hereby agree as follows:

- (1.) The Grantor hereby grants to the Grantee, with quitclaim covenants, the right and easement over a ten (10') foot wide strip of land across Grantor's property, to be located in the area denoted on Exhibit "A" by dashed lines and identified as "Trail Easement" (or the "Easement Area"), for the benefit of the Grantee.
- (2.) The Grantee, its guests, and the general public shall be permitted to utilize a trail to be established in the Easement Area (the "Trail") for the purpose of nonmotorized passive recreation including hiking, snowshoeing, cross-country skiing, mountain biking, nature study, and scenic enjoyment. The Trail shall be

created, maintained, and controlled by or on behalf of the Grantee in accordance with the provisions set forth herein.

- (3.) The Trail as constructed shall be no greater than five (5) feet in width (unless otherwise authorized by the Grantor). The Grantee shall have the right, with the written consent of the Grantor, to relocate the Trail within the Easement Area.
- (4.) The Grantee shall have the right to cut, trim, clear, and remove outgrowths of brush, other vegetation, and other obstructions from the Trail, and to build timber steps, railings, and boardwalks or bridges across wet areas, to the extent reasonably necessary to facilitate the uses intended hereby, and the right to mark the Trail with markers in order to guide users along its course. The Grantee shall also have the right to selectively cut, prune, and remove leaners and blowdowns to preserve safety.
- (5.) The Grantee is 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 at trail kiosks.
- (6.) The Grantee shall have the right to seek such permits, in the name of Grantor, as may be required for the construction and maintenance of the Trail, including boardwalks across wetlands.
- (7.) 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 said closing to allow for announcement to the public.
- (8.) The Grantee, its agents, employees, or representatives may use power equipment as may be necessary for the construction and maintenance of the Trail.
- (9.) The Grantor and Grantee shall not grant permission to use motorized vehicles on the Premises. Notwithstanding the foregoing, a power driven-wheelchair or other power-driven mobility device (OPDMD) shall be permitted to the extent required by the Americans with Disabilities Act or successor federal legislation.
- (10.) 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 New Hampshire law,

including but not limited to RSA 508:14 and RSA 212:34 or successor statutes, which sets forth immunities under the recreational use statutes.

- (11.) This 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 the Easement Area.
- (12.) This Agreement is governed by New Hampshire law. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.
- (13.) This Agreement shall be recorded at the Merrimack County Registry of Deeds. This Agreement shall run with the land and shall be binding and inure to the benefit of the parties described herein and their successors and assigns.
- (14.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.
- (15.) The City of Concord enters into this agreement pursuant to City Council approval on \_\_\_\_\_\_.

EXECUTED as a sealed instrument on the day and date first above written.

Grantor: ay A. Patel NA By:

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this 1.3 day of <u>Febuary</u>, 2016, by Jay A. Patel, for the purposes therein contained.

Ceres nal

Justice of the Peace/Notary Public My commission expires: <u>6 ~10-2020</u>

> Mellisa J Greenwood Notary Public, State of NH My Commission Expires: June 10, 2020

Grantor:

By:

State of New Hampshire County of Merrimack

Mellisa J Greenwood The foregoing instrument was acknowledged before me this  $\cancel{12}$  day of onian , 2016, by Manisha R. Patel, for the purposes therein contained. Justice of the Peace/

My commission expires:

Grantee:

City of Concord

anisha R. Patel

Manisha R. Patel

Notary Public, State of NH

ommission Expires

, 2020

une 10.

By:

Thomas J. Aspell, Jr. **City Manager Duly Authorized** 

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2016, by Thomas J. Aspell, Jr., City Manager of the City of Concord, for the purposes therein contained.

> Justice of the Peace/Notary Public My commission expires:

RETURN TO: CITY OF CONCORD COMMUNITY DEVELOPMENT DEPARTMENT PLANNING SERVICES DIVISION 41 GREEN STREET CONCORD, NH 03301

#### **TRAIL AGREEMENT**

AGREEMENT made this 16<sup>th</sup> day of <u>February</u>, 2016 by and between Jeremy S. Arnold, of 50 Coventry Road, Concord, Merrimack County, NH, (the "Grantor") being the owner of a certain parcel of land situate in the City of Concord, Merrimack County, State of New Hampshire, recorded in the Merrimack County Registry of Deeds at Book 3429, Page 1000, and more particularly described as: Map 100, Block 1, Lot 18, and the CITY OF CONCORD, a municipal corporation having its principal place of business at 41 Green Street, Concord, Merrimack County, New Hampshire 03301 (the "Grantee").

WHEREAS the City of Concord desires to construct a trail across the Grantor's property (the "Trail") and the Grantor has agreed to allow the Grantee and the general public to use the Trail; and

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

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; and

NOW THEREFORE, the parties hereby agree as follows:

- (1.) The Grantor hereby grants to the Grantee, with quitclaim covenants, the right and easement over a ten (10') foot wide strip of land across Grantor's property, to be located in the area denoted on Exhibit "A" by dashed lines and identified as "Trail Easement" (or the "Easement Area"), for the benefit of the Grantee.
- (2.) The Grantee, its guests, and the general public shall be permitted to utilize a trail to be established in the Easement Area (the "Trail") for the purpose of nonmotorized passive recreation including hiking, snowshoeing, cross-country skiing, mountain biking, nature study, and scenic enjoyment. The Trail shall be

created, maintained, and controlled by or on behalf of the Grantee in accordance with the provisions set forth herein.

- (3.) The Trail as constructed shall be no greater than five (5) feet in width (unless otherwise authorized by the Grantor). The Grantee shall have the right, with the written consent of the Grantor, to relocate the Trail within the Easement Area.
- (4.) The Grantee shall have the right to cut, trim, clear, and remove outgrowths of brush, other vegetation, and other obstructions from the Trail, and to build timber steps, railings, and boardwalks or bridges across wet areas, to the extent reasonably necessary to facilitate the uses intended hereby, and the right to mark the Trail with markers in order to guide users along its course. The Grantee shall also have the right to selectively cut, prune, and remove leaners and blowdowns to preserve safety.
- (5.) The Grantee is 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 at trail kiosks.
- (6.) The Grantee shall have the right to seek such permits, in the name of Grantor, as may be required for the construction and maintenance of the Trail, including boardwalks across wetlands.
- (7.) 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 said closing to allow for announcement to the public.
- (8.) The Grantee, its agents, employees, or representatives may use power equipment as may be necessary for the construction and maintenance of the Trail.
- (9.) The Grantor and Grantee shall not grant permission to use motorized vehicles on the Premises. Notwithstanding the foregoing, a power driven-wheelchair or other power-driven mobility device (OPDMD) shall be permitted to the extent required by the Americans with Disabilities Act or successor federal legislation.
- (10.) 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 New Hampshire law,

including but not limited to RSA 508:14 and RSA 212:34 or successor statutes, which sets forth immunities under the recreational use statutes.

- (11.) This 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 the Easement Area.
- (12.) This Agreement is governed by New Hampshire law. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.
- (13.) This Agreement shall be recorded at the Merrimack County Registry of Deeds. This Agreement shall run with the land and shall be binding and inure to the benefit of the parties described herein and their successors and assigns.
- (14.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.
- (15.) The City of Concord enters into this agreement pursuant to City Council approval on \_\_\_\_\_\_.

EXECUTED as a sealed instrument on the day and date first above written.

Grantor:

By:

Jeremy S. Arnold

rnold

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this <u>the</u> day of <u>the purposes therein contained</u>.

Justice of the Peace/Notary Public My commission expires:

DONNA JEAN MUIR, Notary Public My Commission Expires September 18, 2018

Grantee:

City of Concord

By:

Thomas J. Aspell, Jr. City Manager Duly Authorized

State of New Hampshire County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by Thomas J. Aspell, Jr., City Manager of the City of Concord, for the purposes therein contained.

Justice of the Peace/Notary Public My commission expires:

# Exhibit A Trail Easement





## **TRAIL AGREEMENT**

**THIS AGREEMENT** is made this <u>day of </u>, 201, by and between ST. PAUL'S SCHOOL, a New Hampshire voluntary corporation, with its principal place of business at 325 Pleasant Street, Concord, NH 03301 (the "Grantor"), being the owner of a certain parcel of land situated in the City of Concord, New Hampshire, recorded in the Merrimack County Registry of Deeds at Book 1922, Page 426, and more particularly described as: Map 100 Block 1 Lot 6, Map 100 Block 1 Lot 6, Map 97 Block 2 Lot 2, Map 97 Block 2 Lot 4, and the CITY OF CONCORD, a municipal corporation having a place of business at 41 Green Street, Concord, NH 03301-4255 (the "Grantee").

WHEREAS, St. Paul's School is the owner in fee simple of real property located between Fisk Road and Long Pond Road, in the City of Concord, more particularly described as Map 100 Block 1 Lot6, Map 100 Block 1 Lot 6, Map 97 Block 2 Lot 2, Map 97 Block 2 Lot 4.

WHEREAS, the City of Concord desires to construct a trail on the Grantor's property (hereinafter referred to as "the Trail") to connect the existing trail network on Swope Park with the existing trail network on Winant Park;

WHEREAS, the Trail will afford the public access to an expanded and extensive trail network which will benefit Concord community at large as well as the St. Paul's School community;

WHEREAS, the parties have agreed to the benefits of the Trail, on its approximate location (see Exhibit "A", attached hereto), and on the manner in which the Trail shall be administered and maintained: and

NOW THEREFORE, the parties agree as follows:

- 1. ACCESS AND USE LIMITATIONS.
  - a. The Grantor shall permit the Grantee, its guests, invitees, and the general public, to utilize the Trail for non-motorized passive recreation including hiking, snowshoeing, cross-country skiing, mountain biking, nature study and scenic enjoyment, all in accordance with the terms of this Agreement. The use of the trail will be for non-motorized passive recreation except to the extent that a power driven-wheelchair or other power-driven mobility device (OPDMD) shall be permitted to the extent required by the Americans with Disabilities Act or successor federal legislation;

- b. The Trail as constructed shall be no more 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 relocate the Trail.
- c. The Grantee shall have the right to cut, trim, and remove outgrowths of brush, other vegetation and other obstructions from the Trail, to the extent reasonably necessary to facilitate the intended uses, and the right to mark the Trail with markers in order to guide users along its course. The Grantee shall also have the right to note the location of the Trail on the City of Concord trail maps, which are posted on the City website, published in the City of Concord Trail Guidebook [CHECK], and at the trail kiosks.
- d. No structures or other man made improvements shall be constructed, placed, or introduced onto the Property other than those necessary for the purposes of the easements granted herein. Trails, retaining walls, bridges, or culverts may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the non-motorized passive recreational use of the Trails, and provided that they are not detrimental to the purposes of this Agreement.
- e. The Grantee, its agents, employees or representatives, may use power equipment as may be necessary for the construction and maintenance of the Trail.
- f. This 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.
- 2. <u>COSTS AND EXPENSES.</u> 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.

# 3. GRANTOR'S RIGHTS.

a. 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 fourteen (14) days in advance of said closing to allow for announcement to the public.

- b. The Grantor reserves the right to manage, develop or give permissions on other land of the Grantor contiguous with the Property even if such management, development or permission is inconsistent with the purpose of the Agreement but does not interfere with the public's right of access to the Trails.
- c. The Grantor shall have no responsibility or obligation to maintain or repair the Trail or pay for the construction, maintenance and/or repair of the Trail.
- 4. <u>TERM AND TERMINATION.</u> The term of this Agreement shall be from the date of its execution to such time as the Grantor should choose to terminate the Agreement. The Grantor may terminate this Agreement upon thirty (30) days written notice to the Grantee of its intent to terminate.
- 5. <u>LIABILITY</u>. The Grantor's liability is governed by New Hampshire RSAs 212:34 and 508:14 for any liability related to or arising out of this Agreement.
- 6. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the complete agreement and understanding between the parties regarding the Trail, and supersedes any prior agreements. The Agreement may be revised at any time upon mutual written consent of the parties, provided that all revisions to the Agreement must be in writing.
- 7. <u>NOTICES</u>. All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as any party may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.
- 8. <u>SEVERABILITY</u>. If any provision of this AGREEMENT, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 9. <u>CHOICE OF LAW:</u> This Agreement is governed by New Hampshire law. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

IN WITNESS	WHEREOF, we have hereunto set our hands this	day of
	2016.	

## ST. PAUL'S SCHOOL, Grantor

Its

Duly authorized

STATE OF	)	
	) s.s.:	
COUNTY OF	)	

On \_\_\_\_\_ day of \_\_\_\_\_\_, in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument \_\_\_\_\_\_.St. Paul's School, and on behalf thereof and acknowledged to me that s/he executed the same on behalf of St Paul's School , and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public

My Commission Expires:

## AGREED:

GRANTEE:

# CITY OF CONCORD, NEW HAMPSHIRE

acting by and through

*BY*\_\_\_\_\_

Duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

Personally appeared \_\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016, being the authorized representative of the City of Concord, New Hampshire, and acknowledged the foregoing instrument to be h\_\_\_\_ voluntary act and deed, and the voluntary act and deed of the said City of Concord.

Before me,

Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_

APPENDIX A

