

C. Examples of Trail Agreements and Recreational Trail Easements

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(see attached)



**Exhibit A: Approximate Trail Map Location**

[include a tax map, Google Map, etc displaying location of the Trail]

## Example Legal Trails Use and Maintenance Agreement Easement Deed

[add Town Name and header here]

### TRAIL AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_, (the "Grantor") being the owner of a certain parcel of land situate in the Town of \_\_\_\_, New Hampshire, recorded in the Merrimack County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, and more particularly described as: \_\_\_\_\_ and Town of \_\_\_\_\_, a municipal corporation having its principal place of business at \_\_\_\_\_ Street, Town, New Hampshire 03xxx (the "Grantee").

WHEREAS a trail crosses over 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 refers to an existing, improved or future trail along the former railroad bed beginning approximately at \_\_\_\_\_ and ending approximately at \_\_\_\_\_;

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 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, bicycling, horseback riding, nature study, and scenic enjoyment, all in accordance with the terms of this Agreement.
- (2.) The Trail as constructed shall be no greater than fourteen (14) 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.
- (3.) The Grantee shall have the right, to cut, trim, clear, and remove outgrowths of brush, other vegetation and other obstructions from the Trail, 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 is also permitted to note the location of the Trail on the Town of \_\_\_\_\_ Trail Maps, which may be posted on the Town's website and other places, and/or produced as published maps available to the public at different locations and 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 said closing to allow for announcement to the public.
- (5.) The Grantee, its agents, employees or representatives may use large power equipment and machinery as may be necessary for the construction and maintenance of the Trail, including compacting and grading, with at least 3 days advance notice provided to the Grantor.
- (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, and only for the purposes stated above.
- (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. 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.

The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.

The Town of \_\_\_\_\_ enters into this agreement pursuant to Town Board of Selectmen approval on \_\_\_\_\_.

Date: \_\_\_\_\_

Grantor

By: \_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Grantee: Town of \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title  
Duly Authorized

# Trail Report Form

## TOWN TRAILS COMMITTEE

Trail: \_\_\_\_\_

Date: \_\_\_\_\_

Performed by: \_\_\_\_\_

### At the Trailhead (s):

Please fill the map boxes with maps.

Are cars parked where they should be? no yes How many are present? \_\_\_\_\_

Is there any vandalism apparent to map boxes, trees, or surroundings?

no yes \_\_\_\_\_

Are the trail signs clearly visible at both ends of the trail? yes no \_\_\_\_\_

### On the Trail:

Please pick up litter and move fallen limbs to the side.  Please trim overgrown branches.

Are the blazes clearly visible? yes no \_\_\_\_\_

How many people did you encounter? \_\_\_\_\_ What age groups? \_\_\_\_\_

What were they doing? (hiking, biking, skiing, jogging, picnicking, etc) \_\_\_\_\_

Do you see evidence of restricted uses of the trail? no yes \_\_\_\_\_

Are there sections of the trail that appear dangerous? no yes \_\_\_\_\_

Did you see any wild animals or interesting sights? no yes \_\_\_\_\_

Did you notice any erosion, washouts, or wet spots that were hard to cross? no yes \_\_\_\_\_

### Is additional work required?

- large item removal (tree, appliance, boulder) no yes \_\_\_\_\_

- repair of vandalism no yes \_\_\_\_\_

- re-blazing of trees no yes \_\_\_\_\_

Other Comments: \_\_\_\_\_

\_\_\_\_\_