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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF TRAILS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us
WEB: www.nhtrails.org

October 25, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 215-C:2, III and RSA 216-F:1, authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to purchase a recreational trail easement in an amount not to exceed $2,000 from Gloria Riel of Deerfield, NH. 100% Snowmobile and OHRV Fund

Funding is available in account titled, Trail Acquisition, as follows:

		FY 2013
10-35-35-351510-35620000-033-509033	Land Acquisitions and Easements	$2,000

EXPLANATION

The property is located on south side of Route 107 in Deerfield and is part of Snowmobile Corridor 15. The section of trail is located between parcels owned by Public Service of NH and is at risk due to offers of development to the landowner. The trail easement would protect 600 linear feet of existing trail corridor for future uses and protect the western abutment of a new snowmobile bridge across the Lamprey River. The landowner has been approached to sell their property to a developer who would discontinue the trail use and cause the loss of the bridge connection. Loss of this trail section would have dire consequences for the Statewide Snowmobile Trail System in Rockingham County.

Your approval shall be subject to final approval of the deed by the Office of the Attorney General.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

George M. Bald
Commissioner

PAB/GMB/CG

Return to:
Chris Gamache
DRED Bureau of Trails
P.O Box 1856
Concord, NH 03302-1856

THIS IS A TRANSFER TO THE STATE OF NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO RSA 78-B:2(I)

PERMANENT TRAIL EASEMENT
And
AGREEMENT

Gloria Riel, (the Grantor), with a mailing address of 205 Raymond Road, Deerfield, N.H., 03037 for consideration of $2,000.00 paid, grants to the State of New Hampshire (the State), through its Department of Resources and Economic Development (DRED), Bureau of Trails with a mailing address of 172 Pembroke Road, P.O. Box 1856, Concord, New Hampshire 03302-1856, a twenty (20) foot wide perpetual right of way easement corridor (the EASEMENT) with QUITCLAIM COVENANTS.

The EASEMENT is depicted in a drawing attached and incorporated into this document and labeled as "Exhibit A". The EASEMENT is over a portion of property currently owned by the Grantor and more specifically shown as Lot 68 on Map 424, Town of Deerfield in Rockingham County, New Hampshire (the PROPERTY).

The EASEMENT is given in perpetuity and intended to provide access to the STATE and the general public across and/or over the PROPERTY for recreational trail (the TRAIL) purposes, including, but not limited to snowmobile.
Both the Grantors and the State (the Parties) agree to the following conditions:

1. OBLIGATIONS OF THE PARTIES.

The State, through DRED, shall have the right to maintain, manage, enforce and use, and permit the public to use, the TRAIL along the route established as depicted in Exhibit "A".

DRED's right to maintain, manage, enforce and use, and permit the public to use the TRAIL shall be subject to the following terms and conditions:

A. DRED may mark the TRAIL by the use of signage or otherwise, to indicate the location of the TRAIL, to restrict use to within the designated trail corridor, and to restrict access

by vehicles other than the intended uses. DRED may do such things that are reasonably necessary and practicable, including the use of gates and barriers, and appropriate official signs, to keep use on the Trail and within the TRAIL corridor, and to restrict access by vehicles other than the intended users.

B. The easement corridor within which the TRAIL may be maintained is limited to a width of twenty (20) feet.

C. No less than annually DRED shall conduct a general clean-up of the TRAIL to remove litter, trash and manmade debris

D. DRED shall maintain the TRAIL using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau) or such successor standard. DRED and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the TRAIL. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the trail surface, placement of gravel and natural fill, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming.

E. DRED shall have the right to temporarily close the TRAIL when weather or ground conditions make the TRAIL unsuitable for recreational use.

F. Bridges and other improvements to the TRAIL shall be designed and constructed for multi-use and multi-season recreational use, and shall be maintained by DRED, and remain the property of DRED. If a portion of the TRAIL is permanently relocated or abandoned, DRED shall have the right to remove any bridges put in place to accommodate the TRAIL.

G. DRED shall obtain all necessary federal, state permits and approvals, and remain in compliance with and abide by the terms of said permits and approvals, and all federal and state laws and regulations regarding the construction, maintenance and supervision of use upon the TRAIL.

H. DRED shall not be responsible for any actions or use of the TRAIL taken by, or on behalf of, the Grantor or her assigns.

2. **MONITORING TRAIL USE.**

The STATE, through DRED, agrees to monitor usage on the Property to ensure that the current ecological conditions are not significantly diminished or degraded by recreational use, and that recreational use is limited to the TRAIL and occurs in compliance with the then-current state laws, administrative rules, and this Agreement.

Meaning and intending to convey a permanent right-of-way easement for recreational trail purposes over the Potter property. The source of title is Book 1298, Page 0512, of the Coos County Registry of Deeds. Also meaning and intending to confirm the agreement which is a part of this document. Gloria Riel is the deeded owner and has the rights to transfer ownership or easement.

Witness our hand this _____ day of _____, 2012.

_____
Gloria Riel

State of New Hampshire
County of _____

On this the ___ day of _____, 2012, before me, the above signed Gloria Riel, personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument, for the purposes therein contained on her behalf.

_____
Justice of the Peace/Notary Public

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

By:_____
Name: Philip A. Bryce
Title: Interim Commissioner, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 2012, personally appeared the above-named George M. Bald, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

_____
Justice of the Peace/Notary Public
My Commission Expires:_____

Approved as to form, substance, and execution by the Department of Justice, Office of the Attorney General.

BY:_____ _____
Patrick Queenan Date
Assistant Attorney General

Approved by Governor and Council: Date_____ Agenda Item_____
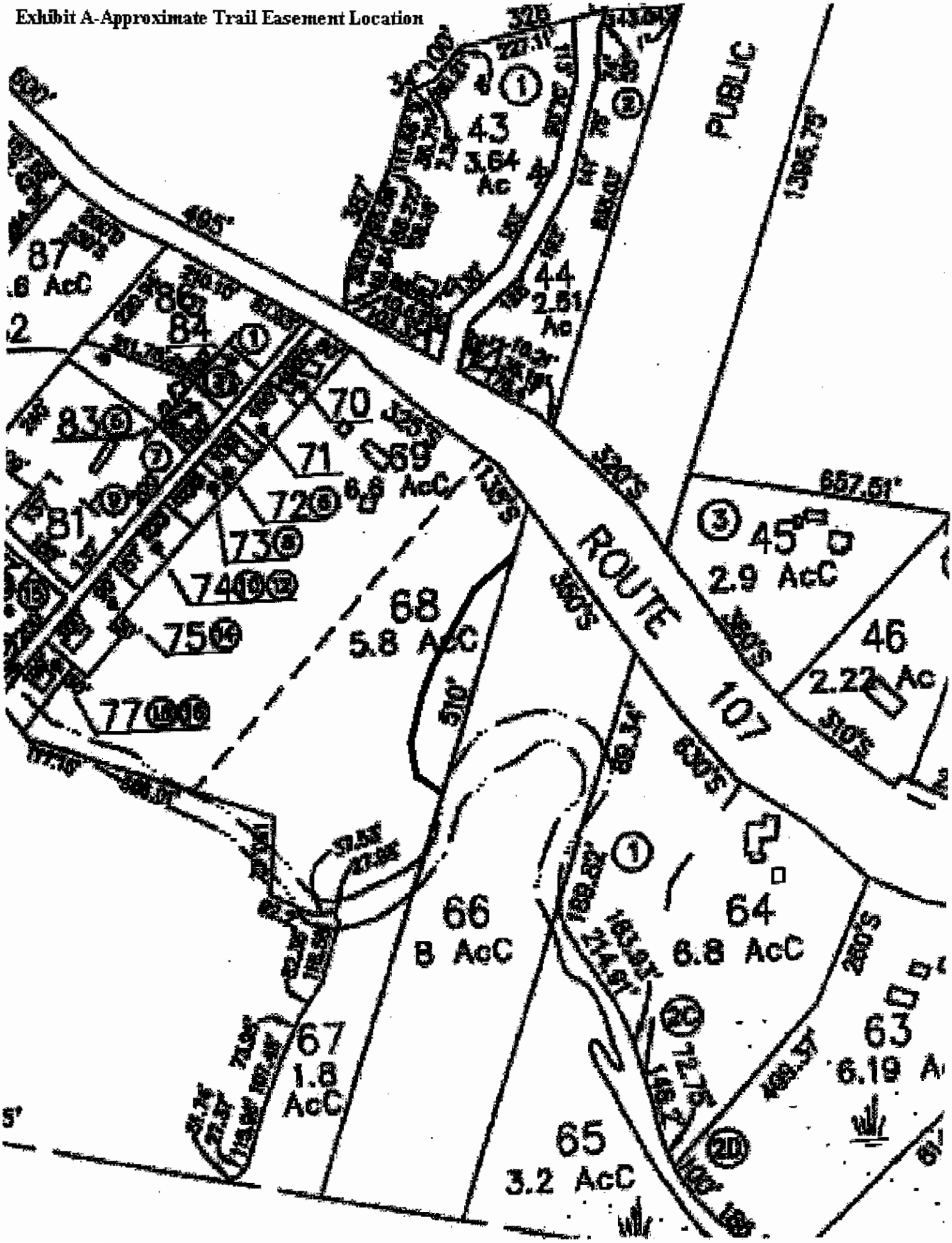
Exhibit A-Approximate Trail Easement Location