



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**DIVISION of PARKS and RECREATION**  
 172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3556 Fax: (603) 271-3553  
 Web: www.nhstateparks.org

February 2, 2021

His Excellency, Governor Christopher T. Sununu  
 And the Honorable Executive Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Pursuant to RSA 215-C:2, III and RSA 216-F:1, I, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails (Department) to accept a 30' wide recreational trail easement and right-of-way across a 192.83-acre tract of land in Bethlehem, New Hampshire from the Society for the Protection of New Hampshire Forests (Forest Society), effective upon Governor and Council approval. No Cost to the State.

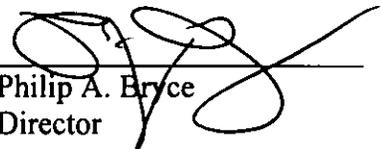
**EXPLANATION**

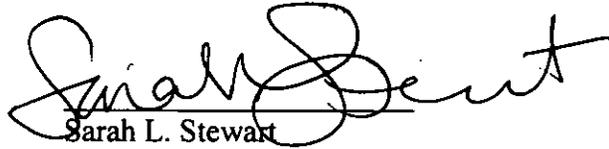
The Forest Society recently acquired a 192.83-acre tract of land situated southerly of the Ammonoosuc River in Bethlehem, New Hampshire. As part of the land protection project, the Department worked with the Forest Society, and the former owner, to site a recreational trail easement on the property that will provide continued public access for snowmobiling, dog-sledding, and pedestrian travel (including but not limited to cross country skiing, hiking, and snowshoeing). This trail easement will ensure continued public access to an important snowmobile connector between the White Mountain National Forest and Twin Mountain.

In 2005, the former owners had previously entered into an "Agreement for Conveyance of a Recreational Trail Easement" with the Department but the terms of that agreement were never fully implemented. This trail easement is intended to fulfill all remaining obligations that the former owner had with the Department under the 2005 agreement.

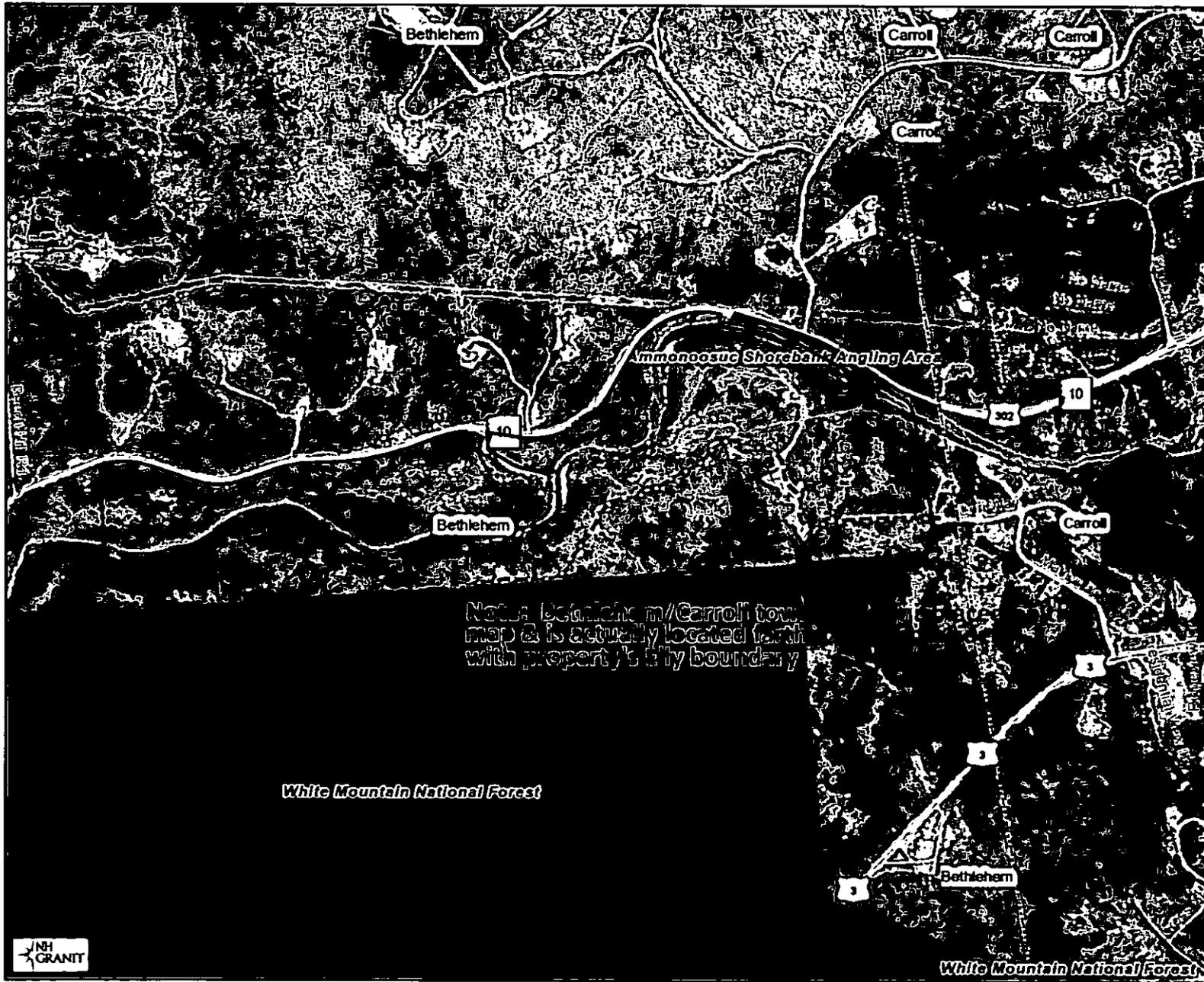
Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Sarah L. Stewart  
 Commissioner

# Sketch Plan of Trail Easement & Right of Way Through Ammonoosuc River Forest, Bethlehem, NH (Dec. 2020)



Note: Bethlehem/Carroll town map & is actually located farther with property's city boundary

## Legend

- City/Town
- Conservation and Public Land

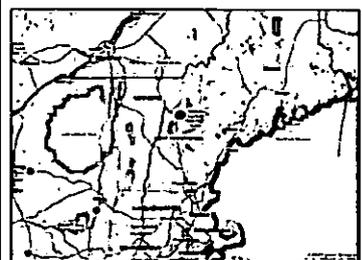
Map Scale  
1: 15,557



© NH GRANIT, www.granit.unh.edu  
Map Generated: 11/1/2020

## Notes

Blue dotted line is "Twin Mountain Connector" following existing woods road through property.



RECEIVED

NOV 17 2020

DNCR

THIS IS A TRANSFER TO THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II(a).

Trail Easement and Right of Way

On this 1 day of DECEMBER, 2020, **THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, including its agents, employees, successors and assigns ("Fee Owner"), with a mailing address of 54 Portsmouth Street, Concord, New Hampshire 03301, for consideration paid, with quitclaim covenants, grants in perpetuity to the **STATE OF NEW HAMPSHIRE, ACTING THROUGH THE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, including its agents, employees, successors and assigns ("DNCR"), with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301,

a certain non-exclusive **TRAIL EASEMENT AND RIGHT OF WAY** thirty (30) feet in width as hereinafter described ("Trail Easement")

with respect to and crossing over that certain area of land consisting of approximately 192.83 acres situated southerly of the Ammonoosuc River on Dori Way (a public roadway) in the Town of Bethlehem, County of Grafton, State of New Hampshire, shown as "Lot 420-4-1, 192.83 Ac." on a survey plan entitled "Survey of Land of Richard & Nancy Gould To Be Conveyed To Society for the Protection of New Hampshire Forests ('Forest Society'), Bethlehem, New Hampshire, Grafton County" by Gardner Kellogg, LLS, dated June 2020, recorded at the Grafton County Registry of Deeds as Plan # \_\_\_\_\_ ("Property"), said Trail Easement being more specifically located on a sketch map entitled "Sketch Plan of State Trail Easement & Right of Way Through Ammonoosuc River Forest" dated \_\_\_\_\_, 2020, and on file with and maintained by the Fee Owner and DNCR ("Sketch Map"), with said survey plan and Sketch Map made parts hereof. Said Property is a portion of the premises conveyed by Warranty Deed With Access Easements and Rights-of-Way from Richard N. Gould and Nancy L. Gould to the Society for the Protection of New Hampshire Forests, recorded at the Grafton County Registry of Deeds on \_\_\_\_\_, 2020, at Book \_\_\_\_\_, Page \_\_\_\_\_.

1. PURPOSE.

This Trail Easement grants to DNCR the rights to construct, maintain and use, and to permit the public to use, a trail on the Property (the "Trail"). Management and use of the Trail shall be consistent with the terms of this Trail Easement. The purpose of this Trail Easement is to set forth the terms, conditions and obligations under which DNCR will manage the Trail. DNCR and the Fee Owner acknowledge that this Trail Easement is granted to provide the public with access for snowmobiling, dog-sledding, pedestrian travel (including but not limited to cross country skiing, hiking and snowshoeing), and for governmental authorities only as such vehicular access may be needed for emergency purposes and maintenance. Conveyance of this Trail Easement by the Fee Owner to DNCR fulfills all remaining obligations of Richard and Nancy Gould to the State of New Hampshire under a certain "Agreement for Conveyance of a Recreation Trail Easement" executed by said Goulds and the State (by and through its then-named Department of Resources and Economic Development), dated January 19, 2005, and with last signature date of February 2, 2005, on file with the Fee Owner and DNCR. The Fee Owner and DNCR expressly acknowledge and agree that all of the terms and conditions for the trail easement referenced in said Agreement are hereby supplanted and replaced by the terms and conditions appearing in this Trail Easement and Right of Way.

2. OBLIGATIONS OF THE PARTIES.

DNCR shall have the rights to construct, maintain and use, and permit the public to use, the Trail, at DNCR's sole cost and expense, only along the routes established and within the corridors designated and depicted on the Sketch Map on the Property.

The rights to construct, maintain and use, and to permit the public to use, the Trail shall be subject to the following terms and conditions:

2.A The Trail shall be adequately marked by DNCR in accordance with the "Trail Signing Handbook: Guidelines for Signing Snowmobile Trail" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trail Bureau), as may be revised, updated, or superseded from time to time, to indicate location of the Trail, to restrict permitted use to within the designated Trail corridor, and to restrict access to the Trail for unauthorized uses. Any spur, side or connecting Trail will be posted to indicate that unauthorized access to and use of the Trail are prohibited. DNCR shall work cooperatively with the Fee Owner to do such things as are reasonably necessary and practicable (including the use of gates and barriers and appropriate official signs) to keep permitted uses on the Trail and within the Trail corridor and to restrict access to the Trail for unauthorized uses.

2.B The corridor within which the Trail may be constructed and maintained shall be limited to a total width of no greater than thirty (30) feet, which shall include the travel way, and as necessary, clearing and drainage structures on either side of the travel way.

2.C DNCR shall promptly close the Trail or any portion thereof to the general public upon the request of the Fee Owner whenever active forestry activities or road construction along or in

proximity to the Trail corridor create a significant hazard to the public. In the event the Fee Owner decides to close the Trail for the purposes stated in the preceding sentence, DNCR may temporarily relocate the Trail or a portion thereof, in which case the Fee Owner and DNCR shall work together cooperatively to designate an alternate route where DNCR may then construct and maintain said Trail at DNCR's sole expense. Upon discontinuation of the Trail in any temporary location at such time as the Fee Owner and DNCR agree is appropriate, DNCR shall adequately close the relocated temporary section of the Trail at its sole expense.

2. D DNCR shall, at its discretion, but in consultation with the Fee Owner, close the Trail to snowmobiling annually when weather and ground conditions make the Trail unsuitable for such uses.

2.E Within ninety (90) days after the aforementioned annual closing of the Trail to snowmobiling, DNCR shall conduct a general clean-up of the Trail to remove litter, trash and manmade debris, and promptly respond to the Fee Owner's request for removal of additional litter and trash directly resulting from uses made of the Property under this Trail Easement.

2.F DNCR shall maintain the Trail using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" last revised January 2017, by State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trail Bureau) as may be revised, updated, or superseded from time to time. DNCR 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 of snow. Except for wintertime snow grooming and removal of fallen trees, all such maintenance activities shall be done in consultation with the Fee Owner.

2.G The Fee Owner shall notify DNCR in writing should the Fee Owner determine that the Trail or any portion thereof requires maintenance. DNCR shall, within thirty (30) days of receipt of such notice, respond to the Fee Owner, indicating DNCR's determination of such maintenance needs and the timing thereof. Nothing in this Trail Easement shall require DNCR to perform maintenance necessitated by or resulting from the Fee Owner's activities on the Property, including forestry. The Fee Owner shall be responsible for returning the Trail surface to a serviceable condition, at the Fee Owner's sole expense, for any damage to the Trail occasioned by the Fee Owner's property management activities.

2.H Bridges and other Trail improvements shall be designed and constructed for multi-use and multi-season recreational use and shall be maintained by DNCR. Bridge design shall be reviewed with the Fee Owner and DNCR shall make reasonable efforts to incorporate the Fee Owner's suggestions into the design. To the extent that a bridge is designed and constructed at the request of the Fee Owner for uses other than recreational trail crossing, the Fee Owner and DNCR shall allocate the cost of construction accordingly. If a portion of the Trail is permanently relocated, DNCR shall consult with the Fee Owner and if any such relocation is requested by the Fee Owner it shall be the Fee Owner's responsibility to fund the relocation. If any such relocation is requested

by DNCR, it shall be DNCR's responsibility to fund the relocation. DNCR shall not be responsible for any actions or use of the Trail taken by or on behalf of the Fee Owner.

2.I DNCR shall obtain all necessary Federal, State and local permits and approvals, and shall remain in compliance with and abide by the terms of those permits and approvals, and all Federal, State, and local laws and regulations regarding the construction, maintenance and supervision of use upon the Trail.

2.J. The Trail may be permanently relocated for whatever reason might arise, only by mutual agreement of the Fee Owner and DNCR. In such a case, the Fee Owner shall be responsible for revising the Sketch Plan accordingly and providing timely a copy of same to DNCR for its records.

3. MONITORING TRAIL USE.

The Fee Owner and DNCR agree to cooperatively monitor snowmobiling and other uses of the Trail to ensure that the conservation features of the Property and the purposes of this Trail Easement are not diminished or degraded by snowmobile and other uses and that such uses are limited to the designated Trail and are in compliance with then existing state laws, administrative rules and this Trail Easement. DNCR agrees to meet with the Fee Owner at least annually, and more often at the request of either party, to discuss use issues that may develop and to consider management options, including posting to limit or close access to the Trail to address those issues within the context and purposes of this Trail Easement.

4. RIGHT TO RECORD.

DNCR shall record this Trail Easement, and any subsequent amendment thereto in accordance with Section 7 below, in the Grafton County Registry of Deeds.

5. LIMITATION OF LIABILITY.

Nothing in this Trail Easement shall be a basis for any liability on the part of the Fee Owner with respect to personal injury or property damage sustained by any person. The Fee Owner and DNCR are entitled to the protections of RSA 508:14, RSA 215:34, II, and RSA 212:34. DNCR shall name the Fee Owner as a named insured in any and all general liability insurance policies obtained by DNCR for the Property and for activities undertaken by DNCR hereunder. Notwithstanding and in addition to the foregoing, DNCR claims all of its rights and protections under the doctrine of sovereign immunity.

6. ASSIGNMENT AND TRANSFER.

This Trail Easement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, and assigns. The rights, interests or obligations hereunder may be assigned by DNCR, but compliance with the terms of this Trail Easement shall remain the responsibility of State of New Hampshire. DNCR and the Fee Owner mutually agree that any changes in ownership, assignment, transfer or management responsibility shall be noticed

*Copy only - original signature  
page with Tom Howe, SPN HF*

to the other party, with such notice including the name of a contact person with associated contact information.

7. AMENDMENT.

This Trail Easement represents the final agreement of the parties. This Trail Easement may be amended only by a writing signed by both parties and recorded in the Grafton County Registry of Deeds. Any attempted oral modification of this Trail Easement shall be of no force and effect.

8. GOVERNING LAW.

This Trail Easement and Right of Way shall be governed by, construed by, and enforced in accordance with the laws of the State of New Hampshire. The rights granted herein are subject to the laws, rules and regulations governing the use, including snowmobiling, of the Trail by the public.

IN WITNESS WHEREOF, the parties have executed this Trail Easement and Right of Way as of the date of the latest signature below.

**SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS, FEE OWNER**

By: *[Signature]*  
Name: (Typed) D. Jackson Savage  
Title: President  
Duly Authorized

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2020, by D. JACKSON SAVAGE, as President of the Society for the Protection of New Hampshire Forests, a New Hampshire corporation, on behalf of the corporation.

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK



Before me:

*[Signature: Maria E. Stewart]*  
Notary Public/Justice of the Peace  
Name (typed): MARIA E. STEWART  
My Commission expires: 9-5-2023

MARIA E. STEWART, Notary Public  
State of New Hampshire  
My Commission Expires September 5, 2023

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND  
CULTURAL RESOURCES

By: *Sarah Stewart*  
Name: Sarah L. Stewart  
Title: Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this 24 day of NOVEMBER, 2020,  
by Sarah L. Stewart, Commissioner of the Department of Natural and Cultural Resources of the  
State of New Hampshire, on behalf of the State of New Hampshire.

(seal)

*Margaret Morrison*  
~~Justice of the Peace~~/Notary Public  
Name (typed): MARGARET MORRISON  
My Commission Expires \_\_\_\_\_

MARGARET MORRISON, Notary Public  
State of New Hampshire  
My Commission Expires April 30, 2021

# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

**DATE:** November 24, 2020

**FROM** Michael Haley  
Attorney

**AT** Department of Justice  
Civil Bureau

**SUBJECT** Trail Easement and Right of Way in Bethlehem

**TO** Margaret Morrison, Program Assistant  
Bureau of Trails  
Division of Forests and Land  
Department of Natural and Cultural Resources

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The office of the Attorney General has reviewed the Trail Easement and Right of Way with respect to the property located in the town of Bethlehem, New Hampshire, granted by the Society for Protection of New Hampshire Forests. This Easement and Right of Way is approved for form, substance, and execution.

  
Michael Haley

\* References on the first page of the Easement and Right of Way Plan numbers, date, and registry book and page to be completed by grantor prior to recording at Registry of Deeds. This approval is contingent upon those references being completed so as to sufficiently identify the property subject to this transfer.

