



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

February 25, 2014

Her Excellency Governor Margaret Wood Hassan  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Pursuant to RSA 216-F:1, RSA 215-C:2 and RSA 4:8, authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to accept a snowmobile trail easement from Lowe's Companies, Littleton, NH.  
**(No State Funds)**

**EXPLANATION**

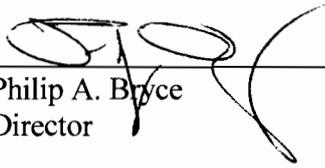
This trail easement will permanently connect the existing Ammonoosuc Recreational Trail to the rest of the snowmobile trail network, including Corridor 5 from Massachusetts to Canada. The Lowe's Home Improvement Center was built at the site of the former trail and as part of their business development they offered a permanent trail easement as a recreational mitigation.

The easement is offered with no cost to the State.

The Attorney General's office has approved the trail easement as to form, substance and execution.

Respectfully submitted,

Concurred, *AM*

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

Attachment

**Return to:  
Bill Carpenter  
DRED Forests and Lands  
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**

Lowe's Home Centers, LLC, a North Carolina limited liability company (formerly known as "Lowe's Home Centers, Inc., a North Carolina corporation) (the "**Grantor**"), with a mailing address of, Real Estate (RES6), 1605 Curtis Bridge Road, Wilkesboro, North Carolina 28697 for consideration 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 variable width nonexclusive, perpetual right of way easement corridor (the "**EASEMENT**") with QUITCLAIM COVENANTS.

The **EASEMENT** is depicted in the drawings attached to this document and labeled as "Exhibit A" and "Exhibit B". The **EASEMENT** is over a portion of property currently owned by the **Grantor** and more specifically shown as Lot 31 on Map 91, City of Littleton in Grafton County, New Hampshire (the "**PROPERTY**").

The **EASEMENT** is intended to provide access to the **State** and the general public across and/or over the **PROPERTY** for recreational trail (the "**TRAIL**") purposes. The **EASEMENT** is given in perpetuity as long as it is used and/or maintained for public recreational purposes. Should the **EASEMENT** no longer serve as a public recreation trail, it shall revert back to the **Grantor** or their assigns.

Both the **Grantor** 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 and Exhibit B

**DRED's** right to maintain, manage, enforce, 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 the width shown in Exhibits A and B, which is twenty (20) feet through most of the **Property**, except for the **Easement** corridor adjacent to Meadow Street (Route 302 and 10) where it is forty (40) feet in width as shown in Exhibit A.
- 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 its successors and their assigns.
- I. The **State** shall not permit any claim, lien, or other **encumbrance** arising from the any work performed on the **PROPERTY** or the **EASEMENT** or **State's** use of the **PROPERTY** to accrue against or attach to either the **PROPERTY** or the **EASEMENT**.

J. Nothing in this EASEMENT shall constitute a waiver of the State's sovereign immunity, but nonetheless, the State, during the term of this Agreement, shall maintain a commercial general liability insurance policy on an occurrence basis, including, but not limited to, bodily injury insurance and property damage insurance, under policies issued by insurers of recognized responsibility, with limits of not less than \$1,000,000.00 for bodily injury or \$500,000 for damage of property (including the loss of use thereof) for any one occurrence. State's policies shall name Grantor, its directors, officers, employees, agents and servants as additional insureds. State shall deliver such policies and certificates of insurance evidencing such coverage to Licensor upon the execution of this License and thereafter upon not less than thirty (30) days prior to the expiration of any such Policy.

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 Grantor's property. The source of title is Book 3284 Page 648, of the Grafton County Registry of Deeds. Also meaning and intending to confirm the agreement which is a part of this document.

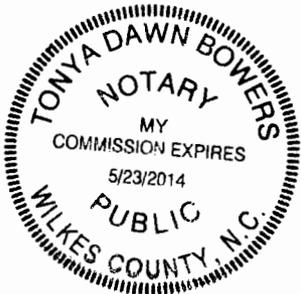
Witness our hand this 5<sup>th</sup> day of December, 2013.

Lowe's Home Centers, LLC  
a North Carolina limited liability company

By: Mike Harless <sup>MB</sup>  
Name: MIKE HARLESS <sup>and son</sup>  
Title: VP ETC

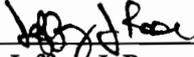
State of North Carolina  
County of Wilkes

On this the 5 day of December 2013, before me, the above signed Mike Harless, personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument, for the purposes therein contained on his behalf.



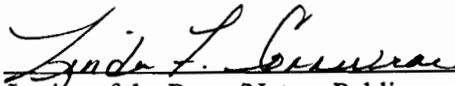
Tonya Dawn Bowers  
Notary Public

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT

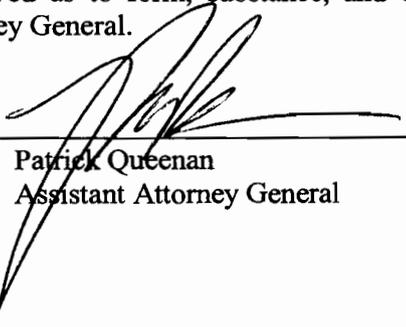
By:   
Name: Jeffrey J. Rose  
Title: Commissioner, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Cheshire

On this 17th day of December, 2013, personally appeared the above-named Jeffrey Rose, 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.

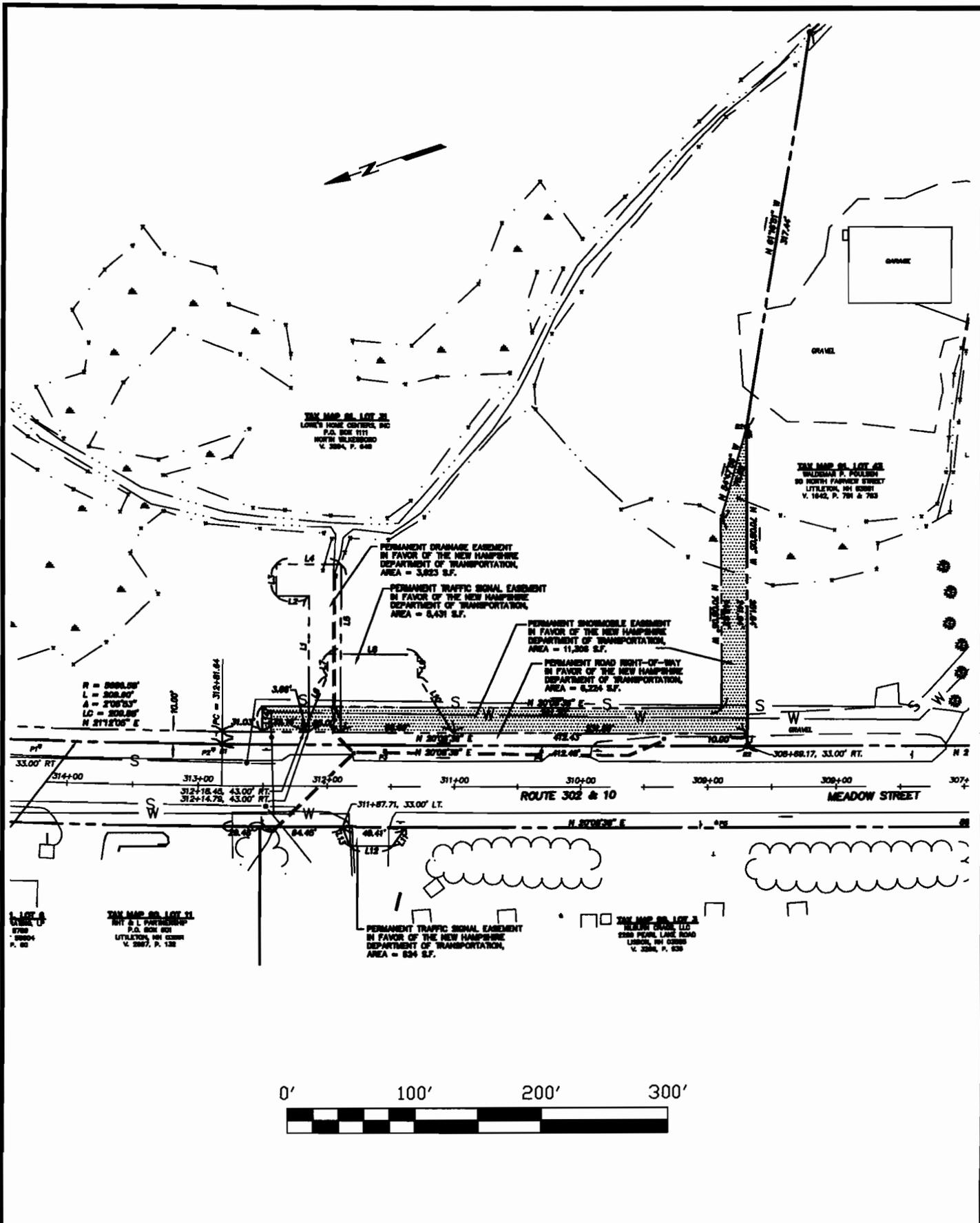
  
Justice of the Peace/Notary Public  
My Commission Expires: LINDA L. COURVEAU, Notary Public  
My Commission Expires September 9, 2014

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

BY:   
Patrick Queenan  
Assistant Attorney General

12/19/13  
Date

Approved by Governor and Council: \_\_\_\_\_ Date \_\_\_\_\_ Agenda  
Item \_\_\_\_\_

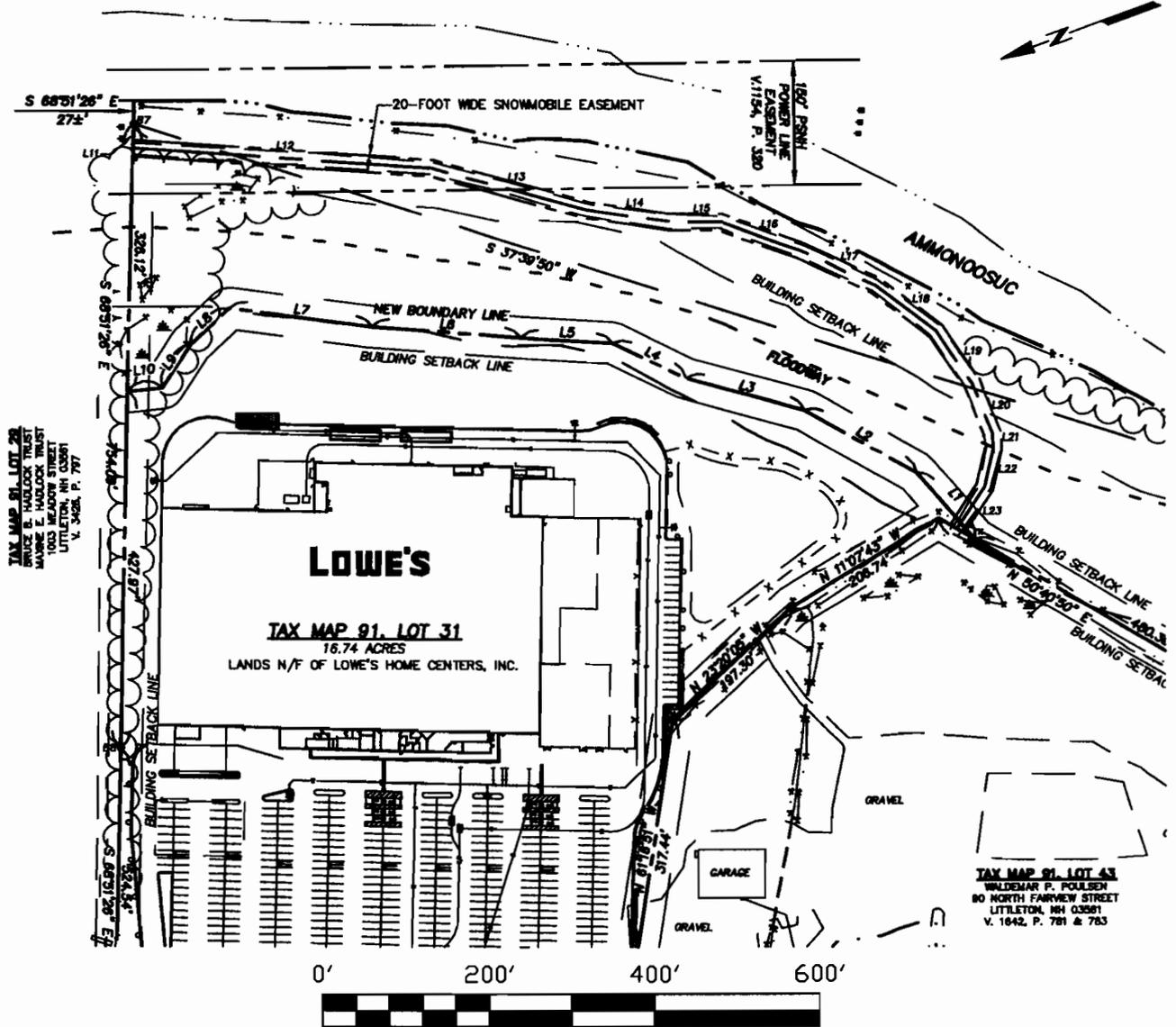


**Provan & Lorber, Inc.**  
ENGINEERS AND PLANNERS

LOWES HOME CENTERS, INC.  
LITTLETON, NEW HAMPSHIRE  
EXHIBIT A

DATE: 01/31/13

P1060



### SNOWMOBILE TRAIL EASEMENT CENTERLINE

L11	S 01°08'34" W	29.17'
L12	S 86°17'00" E	355.21'
L13	S 74°50'57" E	193.94'
L14	S 81°56'03" E	100.14'
L15	S 89°30'44" E	62.63'
L16	S 70°22'59" E	101.88'
L17	S 64°25'57" E	99.58'
L18	S 52°43'01" E	92.56'
L19	S 34°09'28" E	76.29'
L20	S 21°28'25" E	64.47'
L21	S 05°20'21" E	18.33'
L22	S 12°37'15" W	48.30'
L23	S 33°06'44" W	59.81'

**Provan & Lorber, Inc.**  
ENGINEERS AND PLANNERS

LOWES HOME CENTERS, INC.  
LITTLETON, NEW HAMPSHIRE  
EXHIBIT B

DATE: 01/31/13

P1060