

## TRAIL AGREEMENT

### TOWN OF RAYMOND AND RAYMOND SCHOOL DISTRICT

**Agreement** made this 18<sup>th</sup> day of November, 2020 **by and between the Raymond School District**, a municipal corporation having its principal place of business at 43 Harriman Road, Raymond, New Hampshire, (the “School District”) owner of a certain parcel of property shown on Raymond Tax Maps as Map 34, Lot 65, **and the Town of Raymond**, a municipal corporation having its principal place of business at 4 Epping Street, Raymond, New Hampshire (the “Town”), owner of a certain parcel of land shown on the Town of Raymond Tax Maps as Map 34 Lot 67 and Map 35 Lot 4, said parcels abutting the School District property described above.

WHEREAS, an Eagle Scout and Raymond School student wishes to construct a cross country trail for running and walking over the Town and the School District property described above; and

WHEREAS, the School District and the Town agree to allow for the construction and future maintenance of a trail across the property of the School District and the Town; and

WHEREAS, the “trail” refers to an existing improved trail or future trail to be constructed in the approximate location depicted on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Town and the School District have agreed to the benefits of such a trail in its approximate location as Shown on exhibit A and in the manner in which the trail shall be administered and maintained;

NOW THEREFORE, the parties hereby agree as follows:

1. The Town and School District shall permit the public and invitees the ability to utilize the trail for non-motorized passive recreation including cross country running, hiking, snow shoeing, cross country skiing, and scenic enjoyment in accordance with the terms of the Agreement.
2. The trail as constructed shall be no greater than 14 feet in width unless otherwise authorized by the Town or the School District in writing.
3. The Town and School District shall have the right, after notice and with consent of the other parties to this Agreement, to relocate the trail.
4. All the expenses associated with or arising out of the construction of the trail and/or its maintenance and improvement shall be borne solely by the School District. The Town

shall have no responsibility or obligation to maintain or repair the trail. The Town and the School District's liability for allowing the use and construction of the trail is governed by the provisions of RSA 508:14.

5. The School District shall have the right to cut, trim, clear, and remove 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.

6. The School District shall have the right to temporarily close the trail or temporarily restrict its use for interscholastic or intramural athletics for the benefit of the District's students.

7. The School District, its agents, employees, representatives or volunteers may use power equipment and machinery on trail as necessary for the construction and maintenance of the trail, including compacting and grading provided that it will provide at least three days notice of such use to the Town.

8. This Agreement does not grant the general public or any private person any rights in, under or across any portion of the Town or School District property other than along the trail and only for the purposes stated above.

9. The following uses of the trail will be prohibited uses along the trail: motorized or wheeled vehicles of any kind (with the exception of construction and maintenance vehicles as described in paragraph 7 above) including without limitations, snow mobiles, all terrain vehicles, motorcycles, bicycles and other wheeled vehicles. Hunting and carrying of guns is also prohibited.

10. The terms of the Agreement shall be from the date of its execution to such time as the Town or School District chooses to terminate the Agreement provided that the Town or the School District must provide a minimum of 180 days notice to the other party if they should choose to terminate this Agreement. The terms of the Agreement may be revised at any time by mutual consent of the parties.

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

The Town enters into this Agreement pursuant to the Town's Board of Selectmen's approval on May 18, 2020.

The School District enters into this Agreement pursuant to the School Board's approval of this Agreement on June 3, 2020.

The Raymond School District

\_\_\_\_\_  
Date

By:\_\_\_\_\_

Name

Title \_\_\_\_\_

Duly Authorized

The Town of Raymond

\_\_\_\_\_  
Date

By:\_\_\_\_\_

Name,

Title \_\_\_\_\_

Duly authorized