

Land Ownership and Management

The trail network at Stratham Hill Park is made up of several different parcels of land. Some of those parcels are owned by the Town of Stratham, some are owned by the Stratham School District and some are owned by private land owners. Two of the privately owned properties have conservation easements. One parcel, the Barker Property, has two different easements.

The following information should give you a brief background on landownership and management partners.

Conservation Properties

From the State of New Hampshire's Attorney General

Charitable Trusts Unit-Conservation Easements

A conservation easement is a legally binding agreement between a landowner and the easement holder that restricts use of the land subject to the terms of the easement.

A conservation easement is a legally binding agreement between a landowner and the easement holder that restricts use of the land subject to the terms of the easement in order to protect its significant natural features including the preservation of open space. See RSA 477:45-47. The Office of the Attorney General, through its Charitable Trusts Unit, is involved in the enforcement of the terms of perpetual conservation easements, since they constitute charitable trusts under state law. As such, perpetual conservation easements may not be amended, or terminated, without compliance with applicable charitable trust principles, and the involvement of the Charitable Trusts Unit.

Source:

New Hampshire Department of Justice Office of the Attorney General

<https://www.doj.nh.gov/charitable-trusts/conservation-easements.htm>

Easement Parcel's within the Trail Network

Short Easement Year: 2015 Acres: 34.6 Grantor: David and Jeane Short (property now owned by David and Maria Emanuel) Grantee: Southeast Land Trust Executory Interest Holder: Town of Stratham	
Barker Easement Year: 2019 Acres: 33.31 Grantor: Edith C. Barker Revocable Trust of 2003 Grantee: Southeast Land Trust Executory Interest Holder: Town of Stratham Secondary Executory Interest Holder: LCHIP	Barker Easement (Agricultural Land Easement) Year: 2019 Acres: 49.66 Grantor: Edith C. Barker Revocable Trust of 2003 Grantee: Southeast Land Trust Executory Interest Holder: Town of Stratham Secondary Executory Interest Holder: LCHIP

Who is Southeast Land Trust (SELT) of New Hampshire?

About the Easement Stewardship Program

When SELT protects land through a conservation easement, we are agreeing to take on the responsibility to steward the conservation easement in perpetuity.

This obligation falls on our Easement Stewardship Program. It is our hope that over the years the Easement Stewardship staff and the landowners of the conservation easements work together to continue developing a long-lasting

relationship in which we both are working toward the same goal - the ongoing stewardship of a property that was protected in perpetuity for the benefit of people and nature for generations to come.

Our Easement Stewardship staff is dedicated to ensuring the terms of our conservation easements are upheld. This is accomplished by carrying out our stewardship obligations as well as attending to both legal and technical issues that may arise. To accomplish this requires staff to:

Conduct annual monitoring through a combination of viewing current year color and infrared aerial photos and on-site visits

Respond to landowner questions about the management of their land (wildlife habitat, timber sales, invasive species control) and refer them to Natural Resource professionals as appropriate

Interpret the conservation easement to determine if proposed activities adhere to its terms

Conduct reviews and approvals for activities on the property (structures, subdivisions, trail creation) when it is required by the conservation easement

Update and maintain files for each conservation easement

Maintain documentation to reflect changes in ownership

Respond to and work with landowners to resolve any violations of the conservation easement

State of New Hampshire Law (RSA's) that pertain to land ownership and management

The role of the Stratham Select Board

Section 41:11-a

41:11-a Town Property. –

I. The selectmen shall have authority to manage all real property owned by the town and to regulate its use, unless such management and regulation is delegated to other public officers by vote of the town, or is governed by other statutes, including but not limited to RSA 31:112, RSA 35-B, RSA 36-A:4, and RSA 202-A:6.

II. The authority under paragraph I shall include the power to rent or lease such property during periods not needed for public use, provided, however, that any rental or lease agreement for a period of more than one year shall not be valid unless ratified by vote of the town.

III. Notwithstanding paragraph II, the legislative body may vote to authorize the board of selectmen to rent or lease municipal property for a term of up to 5 years without further vote or ratification of the town. Once adopted, this authority shall remain in effect until specifically rescinded by the legislative body at any duly warned meeting provided that the term of any lease entered into prior to the rescission shall remain in effect.

Source. 1994, 17:1. 2009, 121:1, eff. Aug. 21, 2009.

The role of the Stratham Conservation Commission

Section 36-A:2

36-A:2 Conservation Commission. – A city or town which accepts the provisions of this chapter may establish a conservation commission, hereinafter called the commission, for the proper utilization and protection of the natural resources and for the protection of watershed resources of said city or town. Such commission shall conduct researches into its local land and water areas and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary for its work. It shall keep an index of all open space and natural, aesthetic or ecological areas within the city or town, as the case may be, with the plan of obtaining information pertinent to proper utilization

of such areas, including lands owned by the state or lands owned by a town or city. It shall keep an index of all marshlands, swamps and all other wet lands in a like manner, and may recommend to the city council or selectmen or to the department of natural and cultural resources a program for the protection, development or better utilization of all such areas. ...

Source. 1963, 168:1. 1973, 550:1, eff. Sept. 3, 1973. 2017, 156:14, I, eff. July 1, 2017.

The role of the Stratham Parks and Recreation Department

Section 35-B:6

35-B:6 Use of Public Property. – All public property may be used for leisure time activities, provided that prior approval for its use has been granted by the appropriate authority in charge of that property. A cooperating agency may establish its own system of just compensation for the use of such properties. Similarly, any authority or body in charge of any public property may refuse use of its property for leisure service activities if interference in the intended use of the property would result.

Source. 1979, 185:1, eff. Aug. 5, 1979.

RSA 31:112 Forest Committee Formation	RSA 36-A:4 Conservation Commissions
RSA 35-B Parks and Recreation	RSA 202- A:6 Public Libraries

Town Owned Parcels:

There are several parcels of land within the trail network that are owned by the Town of Stratham that are not included in the Gordon Barker Town Forest (126.15 acres) or Stratham Hill Park (86.15 acres). Stratham School District owns a small parcel as well, 1.4 acres.

The acreage for these other parcels is; 56.24 acres, 13.73 acres, 1.34 acres, 5 acres

Private land within the trail network:

Chase C. Heirs (2), 2.99 and 5 acres	Nellie Haley, 6.26 acres
Patenaude SR. Revocable Trust, 3.18 acres	Jeffery Ross Trustee, 17.61 acres <i>Access and Maintenance Agreement, annual</i>
Crockett Farm Home Owners Assoc., 109 acres, <i>Public Access Easement</i>	

Resources:

<https://www.axisgis.com/StrathamNH/>

RECEIVED

DEC 07 2010

BY-LAWS

of the

TOWN OF STRATHAM

STRATHAM HILL PARK ASSOCIATION

1993 Edition. Revised 2010

ARTICLE I. PREAMBLE

The tract of land known as Stratham Hill having been presented to the town in the year 1906 by Hon. Edward Tuck to be used as a public recreation ground and park and it being desirable that the grounds and grove be preserved in good condition and the selectmen of the town in whom is vested the legal custody of the property having invited the formation of an association to undertake the work of improvement, we the undersigned do hereby form ourselves into such a body to be known as the Stratham Hill Park Association hereafter referred to in this document as the Association.

ARTICLE II. PURPOSE OF ORGANIZATION

It is the purpose of this organization to improve and develop the grounds and facilities at Stratham Hill Park in order that its usefulness and beauty may be enhanced and the purpose of the donor in establishing it as a park for the people of Stratham and nearby towns better accomplished. Also, The Park Association would be willing to support the Town Administration and other Town Boards and Committees like the Conservation Commission in the improvement and development of areas adjacent to the Park.

The Association will exert itself to develop public interest and will undertake to procure the necessary funds through donations and other means to meet the expense of necessary improvements.

Plans for such improvements will be formulated by the Association and upon affirmative vote and subject to final approval of the Board of Selectmen, such improvements will be carried out.

ARTICLE III. MEMBERSHIP

Any Stratham resident may become a member of this Association. Membership may be accepted anytime during the year. A non-resident may become a member upon majority vote of those members present.

ARTICLE IV. MEETINGS

Meetings of the Association shall be held on the fourth Monday in the months of January, March, May, September, and November. The March meeting will be the Annual meeting. Notice of the scheduled meeting dates for the calendar year shall be posted by the secretary of the Association at the Town Office, Library, and Post Office in January of each year. The Executive Board may call a special meeting from time to time, as they deem necessary. Notice of such meetings shall be posted as prescribed above in addition to requesting local newspapers to announce the time, place and date of the special meeting. All meetings will be held at the Stratham Municipal Center. Association business should be conducted by a majority vote of those members present at a meeting of the Association or of the Executive Board, unless otherwise stipulated herein.

ARTICLE V. OFFICERS

Officers of the Association shall consist of the President, Vice-President, Secretary, Treasurer, and the three Selectmen. These seven persons shall constitute the Executive Board of the Association.

ARTICLE VI. ELECTION OF OFFICERS

Election of the President, Vice-President, Secretary, and Treasurer of the Association shall be for a two-year term beginning at the Annual Meeting, March 1993.

ARTICLE VII. PRESIDENT

The President shall preside at all meetings of the Association and the Executive Board, or in his absence, the Vice-President shall fill the Chair.

ARTICLE VIII. SECRETARY

The Secretary shall keep a list of the members of the Association and a correct record of its proceedings in suitable Journals and shall give notice of all meetings of the Association and of the Executive Board.

ARTICLE IX. TREASURER

The Treasurer shall keep an accounting of all moneys belonging to the Association and report the state of its finances by written report at each meeting. Disbursement of the funds of the Association will be made by the Treasurer or, in his absence, the President. The membership of the Association may vote on expenditures at a regular meeting but are subject to approval of the Board of Selectmen who is ultimately responsible for the Park. In a similar manner for those occasions between regular meetings when expenditures have to be made, approval of the Executive Board, subject to Board of Selectmen, approval will be required.

ARTICLE X. COMMITTEES

The President may, from time to time, appoint committees to investigate certain aspects of the operation and to advise the Association of its recommendations.

ARTICLE XI. BY-LAWS

The by-laws may be amended by a vote of two-thirds of the members present at two consecutive meetings of the Association. No amendment shall be acted upon unless notice at such proposed amendments are posted at least two weeks prior to the first meeting.

This revision of the 1906 Constitution of the Stratham Hill Association shall become effective upon the affirmative vote to adopt after two readings.

First Reading 9-27-10

Second Reading 11-22-10

Witness our hands to be adopted and effective this 22 day of November 2010.

President: Daniel Crow

Daniel Crow 12-1-10

Vice President: Terry Barnes

Terry Barnes

Secretary: Vicky Avery

Vicky Avery 12-1-10

Treasurer: Kerin Peck

Kerin Peck 12/1/10

Selectmen: 1-

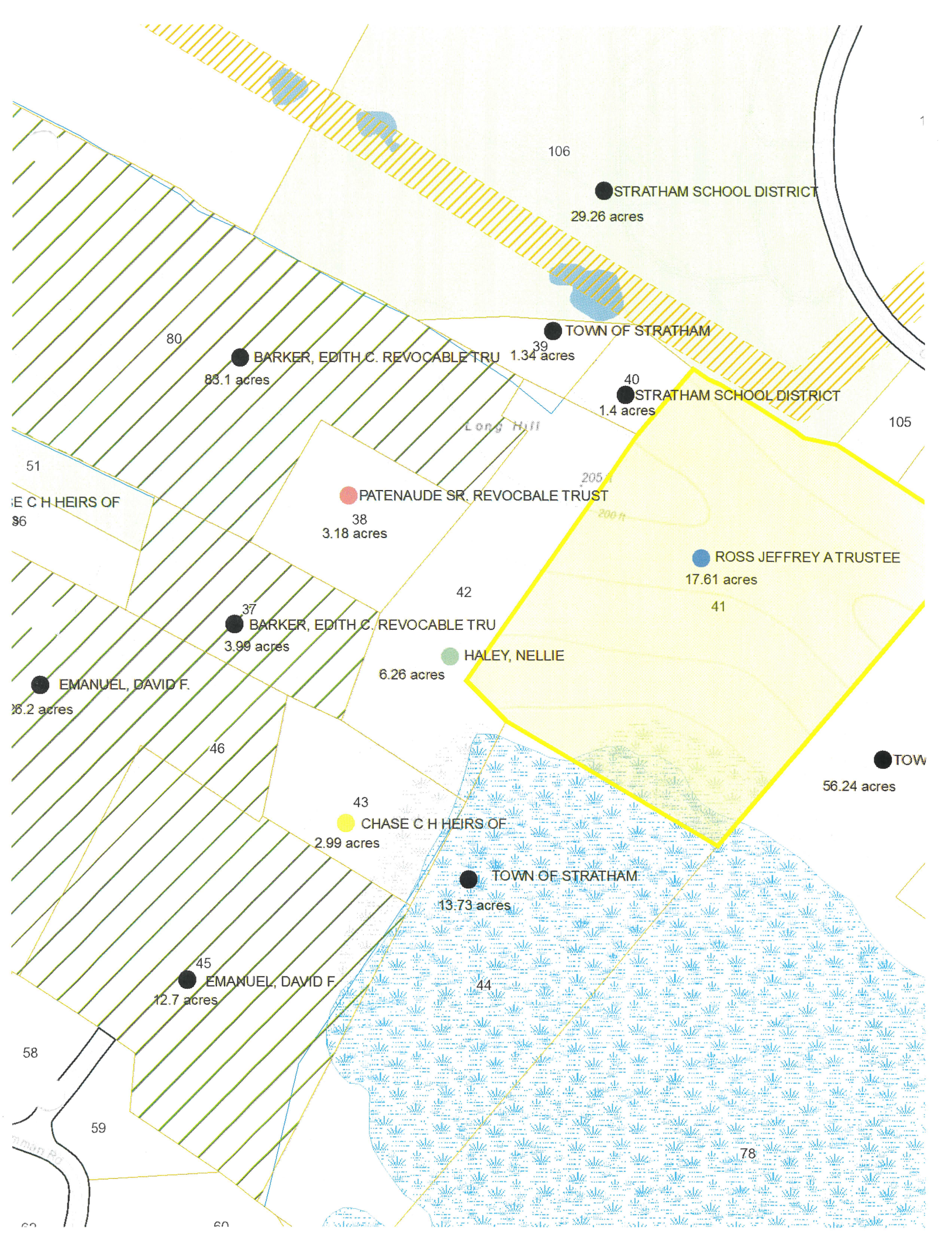
Brian Peters

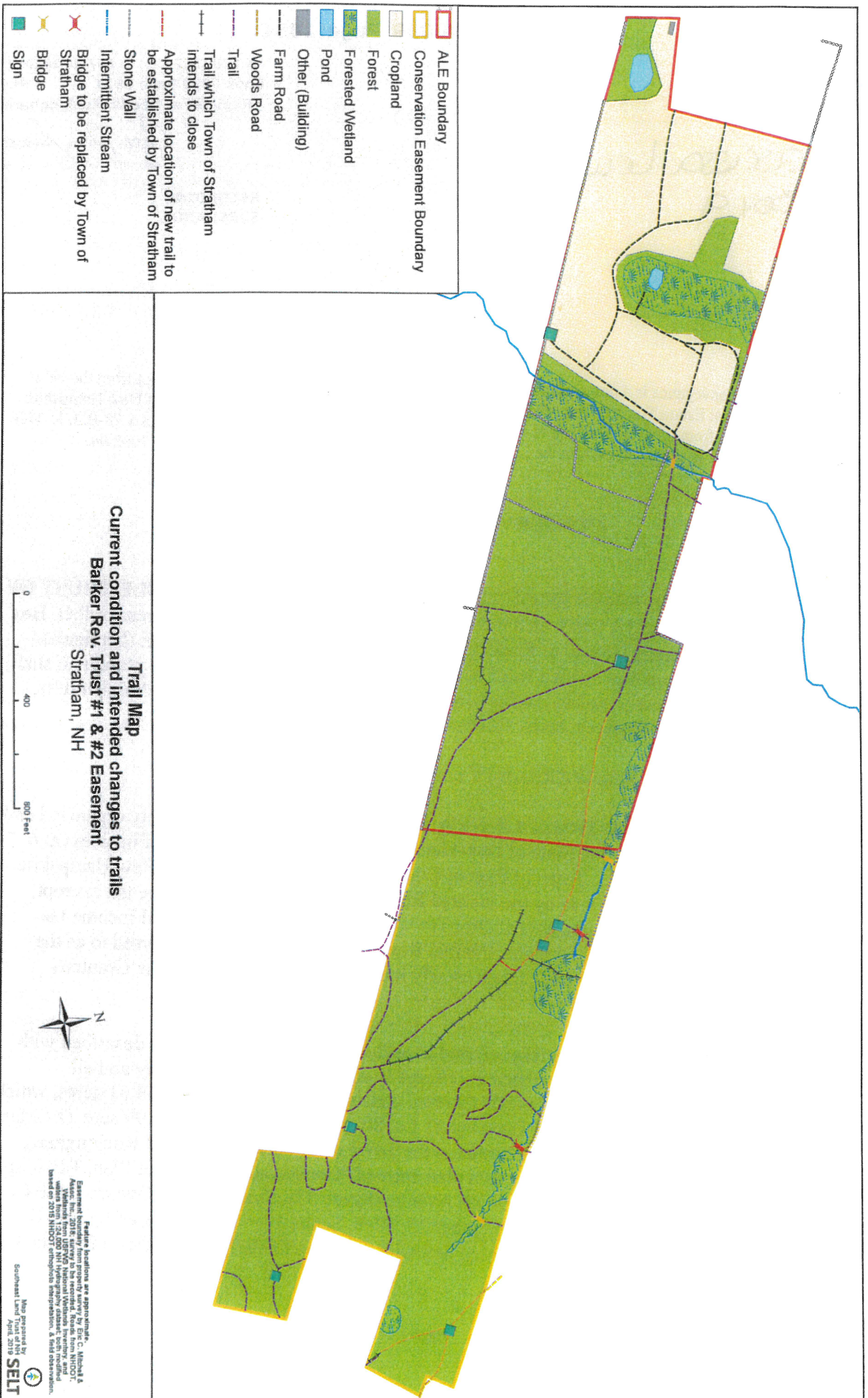
2-

David B. Peck

3-

David Canada





*Cathy Ann Tracy*RECORDING
SURCHARGE134.00
2.00*Cassissa Law*
Box 9

The within conveyance is a non-contractual transfer pursuant to RSA 78-B:2(IX) and is exempt from the New Hampshire Real Estate Transfer Tax. This is also a transfer to an instrumentality of the State of New Hampshire which is exempt from the New Hampshire real estate transfer tax pursuant to New Hampshire RSA 78-B:2, I. This transfer is also exempt from the LCHIP surcharge pursuant to Rev. 3002.03 and Rev. 3002.04.

CONSERVATION EASEMENT DEED

I, **EDITH BARKER, TRUSTEE OF THE EDITH C. BARKER REVOCABLE TRUST OF 2003**, u/d/t November 13, 2003, an unmarried individual, having a mailing address of P.O. Box 154, Town of Stratham, County of Rockingham, State of New Hampshire 03885, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately **33.31 acres**, which consists of a 29.32 acre portion of Tax Map 21 Lot 80 and the entirety of the 3.99 acre Tax Map 18 Lot 37, situated off Portsmouth Avenue in the Town of Stratham, County of Rockingham, State of New Hampshire, and shown on a plan entitled "Conservation Easement Plan, Tax Map 18 Lot 37, Tax Map 21 Lot 80 Portsmouth Avenue (Route 33), Stratham, NH Owner: Edith C. Barker Rev. Trust of 2003" Dated September 25, 2018, Scale: 1" = 120', prepared by Eric C. Mitchell & Associates, Inc. to be recorded herewith, more particularly bounded and described in

- B. The protection of the wildlife habitats on the Property including approximately thirty-two (32) acres of "Highest Ranking Habitat in the State", one (1) acre of "Highest Ranking Habitat in Biological Region", and one (1) acre of "Supporting Landscape", all as identified by the 2015 NH Wildlife Action Plan; and the enhancement and enlargement of protected or public land near the Property, said other land including but not limited to the approximately eighty-six (86) acre Stratham Hill Park property and the approximately one hundred twenty-six (126) acre Gifford property including the Gordon Barker Town Forest owned by the Town of Stratham; and the protection of any exemplary natural communities and/or rare, threatened, or endangered species, such as the swamp white oak basin swamp designated by the New Hampshire Natural Heritage Bureau as critically imperiled; and
- C. The protection of the quality of ground water and surface water resources on and under the Property by managing the agricultural and forest lands in accordance with best management practices. Said water resources includes approximately four and six-tenths (4.6) acres of the Property that falls within the Stratham Memorial School Well Head Protection Area, and the approximately one and three-tenths (1.3) acres of the Property that falls within a high transmissivity aquifer, and the approximately six hundred and seventy (670) feet of frontage along both sides of an unnamed intermittent stream; and
- D. The scenic and recreational enjoyment of the general public that enjoy the Property from the pedestrian and bicycle trail system that is open to the public on and adjoining the Property. Said trail system extends through the Town owned and maintained Stratham Hill Park and the Gordon Barker Town Forest, to and across the land upon which the Stratham Memorial School is located, through the Property and through the Short conservation easement and the Open Space Cluster Subdivision known as Crockett Farms, all of which trails also lead to the Scamman and Long Hill Roads trail entrances, which together provide miles of recreational opportunities and access.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 1998 Master Plan of the Town of Stratham, which states in Chapter 6 "Recreation", Section 5 "Recommendations" Paragraph 4 whereby the Town should "Seek to establish a network of trails linking public conservation and recreation by interconnecting, through easements and other agreements with landowners"; and in Chapter 7 "Resource Conservation and Preservation", in Map RCP-6 and Table RCP-7 which specifically references Barker Farm, and in Section 6 "Recommendations" Paragraph 2 "Natural Resources" which states "It is the policy of the Town of Stratham to protect its natural resources both for the health and enjoyment of the residents and for the health and well-being of the environment", and Paragraph 3 "Water Resources" which states "It is the policy of the Town of Stratham to vigorously protect the quality and quantity of the Town's surface and groundwater resources to ensure present and future water supplies for the Town and to protect the health, safety and welfare of its residents", and Paragraph 4 "Open Space and Conservation Lands" which states "It is the policy of the Town of Stratham to protect Stratham's natural resources, agricultural lands and other open spaces by securing the development rights to important open space and conservation lands", and Paragraph 5 "Agricultural Resources" which states "It is the policy of the Town of Stratham to protect Stratham's agricultural resources by securing development

- C. Commercial Recreational Activities. Subject to the following conditions, the Grantor or its designee(s) reserves the right to sponsor and conduct commercial recreational activities on the Property, including but not limited to bicycle or pedestrian trail races, passive recreation programs (such as birding tours), or other organized commercial recreational events. Grantor or its designee(s) reserves the right to collect nominal fees for such sponsored commercial recreational activities; however, the Grantor or its designee(s) shall not charge fees or admission to the general public for access to the Property for allowed uses as otherwise provided in this Easement that are independent of Grantor's said commercial recreational activities. The conduct of such commercial recreational activities shall not be detrimental to the Purposes of this Easement. This provision is an exception to the limitation on commercial activities on the Property under Section 2.A. above.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE AND EXECUTORY INTEREST HOLDERS

- A. The Grantee and Executory Interest Holders shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:



Casassa Law
Box 9

19022124 06/19/2019 03:09:11 PM
Book 6009 Page 1839 Page 1 of 42
Register of Deeds, Rockingham County

Cathy Ann Seay

RECORDING 174.00
SURCHARGE 2.00

This is a transfer to an instrumentality of the State of New Hampshire and the United States of America which is exempt from the New Hampshire real estate transfer tax pursuant to New Hampshire RSA 78-B:2, I. This transfer is also exempt from the LCHIP surcharge pursuant to Rev. 3002.03 and Rev. 3002.04.

**AGRICULTURAL LAND EASEMENT
(CONSERVATION EASEMENT DEED)
AND DEED RESTRICTION**

I, **EDITH BARKER, TRUSTEE OF THE EDITH C. BARKER REVOCABLE TRUST OF 2003**, u/d/t November 13, 2003, an unmarried individual, having a mailing address of P.O. Box 154, Town of Stratham, County of Rockingham, State of New Hampshire 03885, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement" or "Agricultural Land Easement" or "ALE") hereinafter described; and

- i. Signs to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.
 - ii. Signs to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.
 - iii. Up to 4 informational kiosks that are no more than eight (8) feet wide by eight (8) feet high within which the Grantee or Primary Executory Interest Holder can display information related to its mission, the Property, the effort to conserve the Property and the conservation context of the Property. The Grantor and Grantee shall work together on a mutually agreeable location and size for said kiosk(s).
- C. The Primary Executory Interest Holder or its designee(s) shall have the right to maintain the existing trails and other improvements (e.g. bridges, signs and trail markers) on the Property as shown in the Baseline Documentation Report map entitled "Public Recreational Trails". The Primary Executory Interest holder shall also have the right to operate motorized vehicles, including the use of snowmobiles on snow, in order to maintain and manage said Public Recreational Trails. This right is an exception to Section 2.I., above. Additionally, the Primary Executory Interest Holder or its designee(s) shall have the right to construct new trails, relocate or close existing trails, and install/remove trail-related improvements subject to the following conditions:
- i. All new trail construction, maintenance and relocation shall be located off hydric soils to the extent possible, shall not be of an impervious surface, and shall conform to best management practices recommended by the Appalachian Mountain Club or similar trail-maintaining organizations (see "The Complete Guide to Trail Building and Maintenance" Appalachian Mountain Club, or similar successor publications).
 - ii. To exercise the right to construct new trails, relocate or close existing trails, or install/remove trail-related improvements, the Primary Executory Interest Holder must obtain written approval from the Grantor and Grantee. At least forty-five (45) days before the planned initiation of trail construction, relocation, closure, or installation/removal of trail-related improvements, the Primary Executory Interest Holder shall provide the Grantor and Grantee with a detailed map and written information sufficient to identify and evaluate trail location, proposed action, installation/removal of trail-related improvements, impacts to hydric soils, timing of trail construction or relocation, and consistency with the terms and Purposes of this Easement. The Grantor and Grantee shall approve, approve with conditions, or disapprove within thirty (30) days of receipt of the Primary Executory Interest Holder's written request, but in any event, Grantor and Grantee shall make best efforts in good faith to expedite their decision making.

And, in accordance with NH RSA 227-M:14, notwithstanding any other provision of law, no deviation in the uses of this Property to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of this Easement from public trust is prohibited, except as provided in NH RSA 227-M:13.

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee with a copy provided to the Grantor and the United States and with additional copies provided to the Executory Interest Holders.

SECTION I – PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Protected Property consists, which includes approximately seventeen and four-tenths (17.4) acres of statewide important farmland soils and approximately one and three-tenths (1.3) acres of locally important farmland soils, and the long-term protection of the Protected Property’s capacity to produce economically valuable agricultural and forestry products, and of the wetland and upland wildlife habitat thereon; and
- B. The enjoyment of the general public of the scenic rural views, as seen from portions of the Protected Property’s more than 200 feet of frontage on Portsmouth Avenue, and the other types of enjoyment the public derives from active farming and agricultural operations, which can include but are not limited to greenhouses, barns, farm stands and other forms of Agritourism as defined in Section II below; and
- C. The protection of the wildlife habitats on the Protected Property including approximately four and nine-tenths (4.9) acres of “Highest Ranking Habitat in the State”, sixteen and seven-tenths (16.7) acres of “Highest Ranking Habitat in Biological Region”, and seventeen and five-tenths (17.5) acres of “Supporting Landscape”, all as identified by the 2015 NH Wildlife Action Plan; and the enhancement and enlargement of protected or public land near the Protected Property, said other land including but not limited to the approximately eighty six (86) acre Stratham Hill Park property and the approximately one hundred twenty six (126) acre Gifford property including the Gordon Barker Town Forest owned by the Town of Stratham; and
- D. The protection of the quality of ground water and surface water resources on and under the Protected Property by managing the agricultural and forest lands in accordance with best management practices. Said water resources includes approximately two and six-tenths (2.6) acres of the Property that falls within the Jewett Hill Well Head Protection Area and the approximately twenty and seven-tenths (20.7) acres of the Property that falls within the Chisholm Farm Well Head Protection Area and the approximately one

boundaries with each sign not exceeding thirty (30) square inches in size.

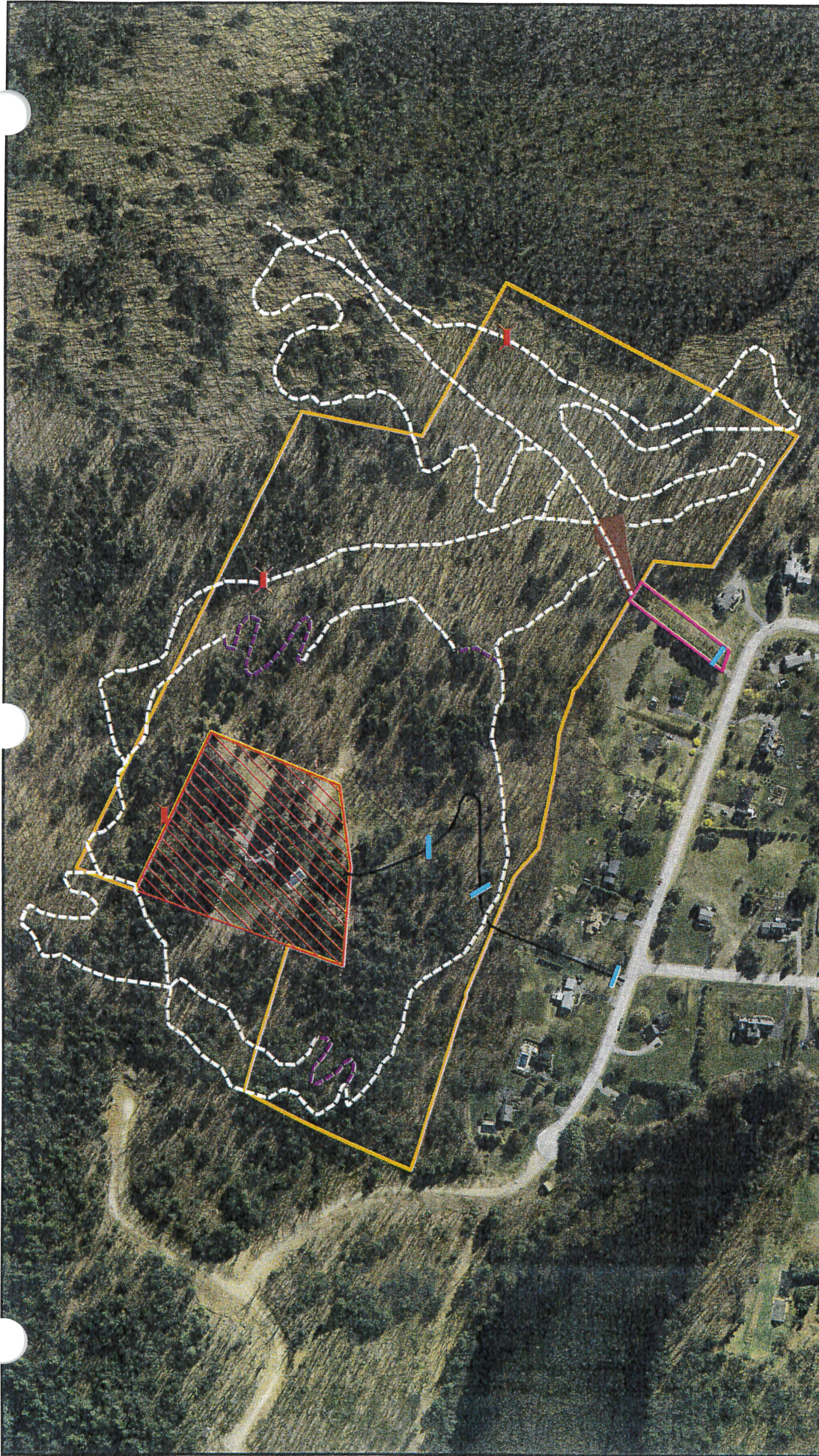
- b. Signs along the Property's maintained public road frontage to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.
 - c. Up to 4 informational kiosks that are no more than eight (8) feet wide by eight (8) feet high within which the Grantee or Primary Executory Interest Holder can display information related to its mission, the Property, the effort to conserve the Property and the conservation context of the Property. The Grantor and Grantee shall work together on a mutually agreeable location and size for said kiosk(s).
- (3) The Primary Executory Interest Holder or its designee(s) shall have the right to maintain the existing trails and other improvements (e.g. bridges, signs and trail markers) on the Property as shown in the Baseline Documentation Report map entitled "Public Recreational Trails". The Primary Executory Interest holder shall also have the right to operate motorized vehicles, including the use of snowmobiles on snow, in order to maintain and manage said Public Recreational Trails. This right is an exception to Section III.C(10), above. Additionally, the Primary Executory Interest Holder or its designee(s) shall have the right to construct new trails, relocate or close existing trails, and install/remove trail-related improvements subject to the following conditions:
- a. All new trail construction, maintenance and relocation shall be located off hydric soils to the extent possible, shall not be of an impervious surface, and shall conform to best management practices recommended by the Appalachian Mountain Club or similar trail-maintaining organizations (see "The Complete Guide to Trail Building and Maintenance" Appalachian Mountain Club, or similar successor publications).
 - b. To exercise the right to construct new trails, relocate or close existing trails, or install/remove trail-related improvements, the Primary Executory Interest Holder must obtain written approval from the Grantor and Grantee. At least forty-five (45) days before the planned initiation of trail construction, relocation, closure, or installation/removal of trail-related improvements, the Primary Executory Interest Holder shall provide the Grantor and Grantee with a detailed map and written information sufficient to identify and evaluate trail location, proposed action, installation/removal of trail-related improvements, impacts to hydric soils, timing of trail construction or relocation, and consistency with the terms and Purposes of this Easement. The Grantor and Grantee shall approve, approve with conditions, or disapprove within thirty

(30) days of receipt of the Primary Executory Interest Holder's written request, but in any event, Grantor and Grantee shall make best efforts in good faith to expedite their decision making.

- c. Once said trail construction, relocation, or closure or installation/removal of trail-related improvements is complete, Primary Executory Interest Holder shall provide an updated "Public Recreational Trails" map identifying all new, relocated, or closed trails, along with any associated improvements. Said map shall be maintained at the office of the Grantee, with copies provided to the Grantor and Primary Executory Interest Holder.
- d. The Primary Executory Interest Holder shall bear the cost of constructing, maintaining, repairing and relocating said trails and trail-related improvements.

D. RESOLUTION OF DISAGREEMENTS

- (1) The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section IV Paragraph D, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- (2) If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- (3) If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542. The parties shall have ten (10) days to accept or refuse binding arbitration. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either



Map Showing Proposed Trail Reroute Short Conservation Easement Stratham, NH

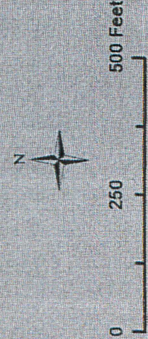
Feature locations are approximate.
Easement boundary from property
survey RCRD D-38887. Locations of
trails from SELT were mapped using
GPS on 10-6-2015 & 11-9-2015.



Map prepared by
Southeast Land Trust of NH
December 2015

- Conservation Easement Boundary
- Exclusion Area
- Fifty Foot Wide Right of Way
- Log landing
- Bridge/Corduroy
- Culvert
- Driveway
- Existing Trails
- New Trail - Proposed

Note: Sections of trail labeled
"New Trail - Proposed" are
approximate in location.



THIS IS A TRANSFER TO A TOWN
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2I
AND IS THEREFORE EXEMPT FROM THE NEW
HAMPSHIRE REAL ESTATE TRANSFER TAX.

025153

CONSERVATION EASEMENT DEED
With Grant of Access

We, **David J. Short and Jeanne T. Short**, husband and wife, of 18R Scamman Road, Town of Stratham, County of Rockingham, State of New Hampshire, 03885 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 12 Center Street, 2nd Floor, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with

an **Executory Interest**, as further defined in Section 9 below, to the **TOWN OF STRATHAM**, a duly authorized municipal corporation as represented by the Stratham Conservation Commission, an official commission of the Town of Stratham, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 10 Bunker Hill Avenue, Town of Stratham, County of Rockingham, State of New Hampshire, 03885 (sometimes referred to herein as the "Executory Interest Holder"),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land, consisting of approximately **34.6 acres**, situated on Scamman Road in the Town of Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof and shown on a survey plan entitled "Plat of Land Scamman Road Stratham N.H. Prepared for Southeast Land Trust" by T.D. Brouillette Land

easements and other agreements with landowners”; in Chapter 7 “Resource Conservation and Preservation”, Section “6.3 Water Resources”: “The Town should acquire land or development rights to key parcels, if needed to protect future town water supplies. Such acquisitions should be integrated with Townwide open space protection efforts.”; and identified as an open space parcel in Chapter 7 “Resource Conservation and Preservation” on map “RCP 10”; and with New Hampshire RSA Chapter 79-A which states: “It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.”

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

A. There shall not be conducted on the Property any industrial or commercial activities, except Agriculture and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

i. **Description of Agriculture and Forestry**

a. **Agriculture:** For the purposes hereof, “Agriculture” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup) all as not detrimental to the Purposes of this Easement.

b. **Forestry:** For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement.

1. **Commercial Forestry:** For the purposes hereof, “Commercial Forestry” shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions.

2. **Non-commercial Forestry:** For the purposes hereof, “Non-commercial Forestry” shall include non-commercial timber stand improvement activities, wildlife habitat improvement, and the small-scale cutting or

- J. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for, pedestrian and bicycle, non-motorized, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, mountain biking, wildlife observation, cross-country skiing, but the landowner shall retain the right whether to allow hunting and camping. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to lands while being grazed by livestock, to forestland during harvesting or other forest management activities.

3. RESERVED RIGHTS

- A. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property. This provision is an exception to Section 2.I., above.
- B. The Grantor reserves the right to maintain, but not expand, the areas shown on the Survey as "Lawn" as a residentially maintained lawn/garden area. There is no requirement that the Grantor maintain this area in such a fashion and the Grantor may permit it to grow up to a natural wooded state or a landscaped wooded state should the Grantor so desire. This provision is an exception to Sections 2 (C) and (D) above.
- C. The Grantor reserves the right to maintain, repair, and replace the existing paved driveway from Scamman Road to the Excluded Area identified on the Survey as "Driveway" and to use the driveway for access by motorized vehicles or by foot. Furthermore, the Grantor reserves the right to maintain, repair, and replace the existing culverts and install new culverts for the driveway. This provision is an exception to Sections 2 (C), (D) and (I), above.
- D. The Grantor reserves the right to maintain, repair, replace, and upgrade the existing underground utilities passing under the Property and serving the Excluded Area, including but not limited to telephone, electric, and cable and any above ground transformers/equipment enclosures associated with said underground utilities. The approximate location of the existing utilities are shown on the Survey as "Underground Utilities." Said underground utilities shall only serve the permitted uses on the Property and/or the Excluded Area
- E. The Grantor must notify the Grantee in writing at least thirty (30) days before any exercise of the aforesaid reserved rights, except in the case of an emergency in which case notification within seven (7) days after the emergency exercise of a reserved right shall suffice; and furthermore the use of motorized vehicles in Section 3(A) and maintenance of the lawn in Section 3(B) shall not require notice to the Grantee.
- F. The Grantor reserves the right to grant a lease, easement, or other legal right to the Town of Stratham to withdraw groundwater on a sustainable yield basis and to remove said

APPENDIX E
OPEN SPACE DEVELOPMENT PLAN

In order to promote beneficial recreational use to include hiking, ice skating, cross country skiing, horseback riding and similar activities, the following open space development plan is hereby declared for The Hills At Crockett Farm pursuant to the terms of the Town of Stratham Zoning Ordinance and a Condominium established pursuant to the terms of RSA 356-B:

- A. Attached to the Declaration of Condominium is a farm management plan as Appendix C. The farm management area includes active farmland, potential farmland and a forest management area. Public and private trails may also cross the farm management area. The use of the farm management area is governed by the said farm management plan.
- B. Attached to the Declaration of Condominium is a forest management plan as Appendix D. The forest management area includes active farmland, potential farmland and a forest management area. Public and private trails may also cross the forest management area. The use of the forest management area is governed by the said forest management plan.
- C. Also depicted on the site development plans are recreation areas for the benefit of the residents of the development. This area and the trails granting access thereto may be used for walking and equestrian purposes and for such other reasonable uses as the Board of Directors shall from time to time, by written rule or regulation allow.
- D. The public access area and the trails giving access thereto shall be governed by the forest management plan attached hereto and incorporated herein. There shall also be maintained as shown on Sheet PA-1 of the site development plans 5 parking spaces for the benefit of the public at the foot of the walking trail. Use of the public access trail shall be limited to pedestrian access. No horses or motorized vehicles of any type including snowmobiles shall be allowed. Except that motorized farm vehicles may utilize the trails to access the farm area (Open Space areas A & B) for usual and customary farming operations. No smoking shall be allowed within the public access area, no paintball or similar type activities shall be allowed, no fires shall be allowed and any activity creating unreasonable levels of noise is not allowed. Picnicing, without fires or alcoholic beverages, is allowed from time to time in an area or areas to be designated for such by the Board of Directors of the Association.
- E. There shall be no dumping of waste or refuse of any kind within the pond as depicted on the site plan. Use of the pond is restricted to residents of the condominium. The Board of Directors is empowered to adopt reasonable regulations as to the use of the pond. In no event shall motorized boats, jet skis or the like be allowed.

- F. Except as limited by the state and local approvals, the farm plan, the forest management plan and the open space development plan, the use and maintenance of the common areas shall be regulated by the Board of Directors of the condominium association; provided further that the use of the common area shall be passive except within the designated recreation areas, agricultural areas and on designated equestrian trails.
- G. The Board of Directors shall not adopt any regulation that will limit, restrict or terminate access by the public to the public access area and public trails.

**TOWN OF STRATHAM
ACCESS AND MAINTENANCE AGREEMENT
Recreational Trails Project**

I. Project Objectives

The Stratham Recreational Trail Project is a cooperative effort between the Town of Stratham (Town) and private landowners to create, maintain, and preserve recreational trails in the Town of Stratham. The trails are intended for non-motorized recreational use. The long-range goal of this Project is to connect Stratham Hill Park on Portsmouth Avenue to Stevens Park located on Bunker Hill Avenue via a system of publicly accessible trails. The project seeks to expand passive recreational opportunities including, but not limited to, walking, biking, hiking, cross-country skiing, and snowshoeing. The Stratham Parks and Recreation Department with assistance of the Stratham Hill Park Association (SHPA), both overseen by the Stratham Board of Selectmen, are coordinating the Trail Project.

II. Landowner Permissions

1. Landowner agrees to grant permission to the Town of Stratham and its representatives/agents to continue the maintenance of existing trails that cross a landowner's property. The landowner shall have the opportunity to identify selected areas or alternative routes to be considered for relocation of the trail, if the landowner desires relocation.
2. Landowner agrees to grant permission for the placement of a trail on/across its property in a location approved by landowner, if a trail does not currently exist.
3. Landowner agrees to grant public access for non-motorized use of the trail for one year from the date of this Agreement. The Agreement shall be automatically renewed annually unless cancelled in accordance with Section IV. Landowner will receive no monetary compensation for such use.
4. Landowner's permission is not transferred to a new owner upon sale or conveyance of the land. If the landowner sells the land on which the trail is located, the landowner agrees to notify the Stratham Director of Parks and Recreation of the sale. This Agreement does not extend to any subsequent landowner, but for continued existence of the trail, the landowner agrees to make the new owner aware of the existence of the trail and of this Agreement in order to allow the Town to request of the new owner for its continued existence.
5. Landowner agrees to allow the Town and its agents to post trail markers and directional signage at trail junctions. Due care will be taken to place such items in harmony with their natural surroundings.
6. Landowner agrees to allow the collection and maintenance of geospatial data/information of their properties for the creation and continued maintenance of the trails.

7. Landowner agrees to allow the use of geospatial data/information of their properties to create/produce/update trail mapping products that display property boundaries, trail information, and other natural and manmade features for public use and distribution.

III. Trail Management

The trail shall be off limits to motorized access, excepting trail maintenance done by the Town and its agents, and shall only be utilized by non-motorized recreational uses.

For and in consideration of the landowner agreeing to allow the public to utilize the landowner's property for the purposes of a non-motorized recreational trail, the Town will indemnify and hold harmless the landowner from and against any and all loss, liability, cost, expense, or damage resulting from the maintenance of these trails. Any trail maintenance undertaken by the Town or its agents shall be at no expense to the landowner, or Town, unless appropriated at an annual Town Meeting, or received from other public or private sources, such as but not limited to grants, bequeaths, and/or donations.

Additionally, it is recognized and understood that the Town and the landowner are further protected under New Hampshire law from the liability arising from public use of the trails by NH RSA 508:14, which states as follows:

508:14 Landowner Liability Limited. --

I. An owner, occupant, or lessee of land, including the state or any political subdivision, who without charge permits any person to use land for recreational purposes or as a spectator of recreational activity, shall not be liable for personal injury or property damage in the absence of intentionally caused injury or damage.

II. Any individual, corporation, or other nonprofit legal entity, or any individual who performs services for a nonprofit entity, that constructs, maintains, or improves trails for public recreational use shall not be liable for personal injury or property damage in the absence of gross negligence or willful or wanton misconduct.

III. An owner of land who permits another person to gather the produce of the land under pick-your-own or cut-your-own arrangements, provided said person is not an employee of the landowner and notwithstanding that the person picking or cutting the produce may make remuneration for the produce to the landowner, shall not be liable for personal injury or property damage to any person in the absence of willful, wanton, or reckless conduct by such owner.

Source. 1975, 231:1. 1979, 439:1. 1981, 293:2. 1985, 193:2. 2006, 5:1, eff. Feb. 3, 2006.

IV. Cancellation

Either party may cancel this agreement with thirty (30) days written notice to the other.

V. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto on the subject matter hereof, and neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers made prior to or simultaneously with the execution of this Agreement. The terms of this Agreement shall be governed by the laws of the State of New Hampshire.

In furtherance of the terms and understandings reached and reflected herein, witness our signatures below as evidence of our acceptance of such and is our free act, and of our intention to support the Stratham Recreational Trail Project.

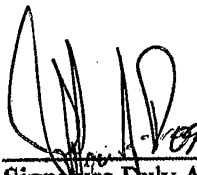
For the Landowner

Name: JEFFREY A. ROSS
(Please Print)


Name: DANA M. ROSS
(Please Print)

Dated: 09-11-2019

Dated: 09-11-2019



Signature Duly Authorized



Signature Duly Authorized

For the Town of Stratham

David Moore

Town Administrator

Dated: _____

Signature

AGREEMENT FOR USE OF PUBLIC TRAILS BY OUTSIDE GROUPS

NOW COMES the **Town of Stratham**, a New Hampshire municipal corporation having its principal place of business at 10 Bunker Hill Ave., Stratham, New Hampshire ("Town"); and **[insert name of organization]**, a **[insert type of organization – voluntary corporation/not for profit, LLC, or other (e.g., "New Hampshire voluntary corporation")]**, with an address of **[insert full address of organization]** (the "Group") (each of the Town and the Group shall be referred to herein as a "Party" and together as the "Parties");

EXPLANATORY STATEMENTS

The Town owns land over which a variety of public recreational trails run, including without limitation trails originating (or terminating) at its property known as Stratham Hill Park (called the "Linked Trails"). The Linked Trails are connected with other public trails running over and across land now or formerly of land belonging to Edith Barker as Trustee of the Edith C. Barker Revocable Trust of 2003 (called the "Barker Family"). These trails are as shown on a map entitled "Trail Map, Future Public Trails, Barker Rev. Trust #1 & #2 Easement, Stratham NH" dated April 2019, a copy of which is available from the Parks and Recreation Department of the Town (called the "Public Trails").

Due to the interconnected nature of the Public Trails and the Linked Trails, the Group wishes to use some or all of the Public Trails as the site of a recreational event or series of events as more particularly described in paragraph 1 below. This Agreement is designed to help ensure that the Group's use of the Public Trails is in compliance with the requirements and restrictions regulating the use of the those trails.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Group may hold the following event or series of events (called the "Event" in this Agreement):

Type of Event:

Date or Dates and time of Event (RAIN DATE):

Number of Participants

Trails to be Used:

The Group understands and agrees that it is not permitted to use the Public Trails to conduct the Event until and unless the Event has been approved by the Town's Select Board and the Barker Family. The Group agrees that it will not approach the Barker Family directly for approval, but instead will rely on the Town's Director of Parks and Recreation or other contact person designated by the Town to assist with seeking approval. The Town's approval and the Town's receipt of the Barker Family's approval shall be indicated by the signature of the Town's representative on this Agreement, which shall be submitted to the Town for approval in advance of the Event along with the other documents and information referenced in this Agreement.

2. The Group shall have and maintain in full force and effect throughout the Event (and any subsequent events permitted by extension of this Agreement), general liability insurance in an amount reasonably acceptable to the Town considering a number of factors including the type of event, number of participants, and an assessment of the insurable risk. The Group shall provide the Town with a certificate of insurance and naming both the Town and Edith Barker, Trustee of the Edith C. Barker Revocable Trust of 2003 (or any successor Trustee or the successors or assigns of the Edith C. Barker Revocable Trust of 2003) as additional insureds, and stating that the insurance shall not be cancelled without providing the Town with twenty (20) days advance notice. The Group shall provide such evidence of insurance to the Town when it submits this Agreement to the Town for approval.

3. The Group agrees that it will require all participants in the Event to sign (or if the participant is less than eighteen (18) years of age or otherwise unable to bind him/herself to a legal agreement, require a parent or legal guardian to sign) a release and waiver of liability which is sufficient, in the Town's reasonable discretion, to release the Town and the Barker Family from any and all liability or damages due to death, personal injury, or property damage arising from or in any way related to the participant's participation in the Event. The Group shall provide the Town with a copy of the release and waiver language for its review and approval when it submits this Agreement to the Town for approval.

4. The Group understands that there are rules related to the use of the Public Trails, and that it will inform all participants of those rules and require all participants in the Event to follow the rules for use of the Public Trails as may be applicable to the participants' participation in the Event, which include but are not limited to the following:

- a. No person shall cut new trails, or remove any plants, brush, trees, etc. from the trail areas, or any other parts of the ALE Easement and SELT Easement areas
- b. Any requests for new trails, for improvements to trails, bridges, or signs, or for repairs should be directed to the Town's Director of Parks and Recreation, and not to the Barker Family
- c. Leaves shall not be blown, cleared or raked away from the trail surface
- d. Dogs shall be leashed when on the trails closest to the agricultural fields and buildings

- e. Bicyclists shall stay on the trails, and bicycles shall not be operated off the established and mapped trails

The Group agrees that it will inform all participants in the Event that in addition to these rules, there may be other rules related to the use of the Public Trails, and that the participants are required to follow all posted or otherwise publicized rules related to the use of the Public Trails, Stratham Hill Park, the Linked Trails, the Public Trails, and any other Town property or facility (or any property or facility the Town or the general public have the right to use).

5. The Group hereby agrees to defend, indemnify and hold harmless either or both of the Town and the Barker Family from and against any and all claims, damages, or causes of action suffered by or asserted against the Town and/or the Barker Family arising from or related to the Event, or in any way arising from or relating to the breach of any part of this Agreement. Further, the Group shall be liable to pay the cost of repairing any damage to the Public Trails, the Linked Trails, or the Town's facility at or within Stratham Hill Park or to any of the other trails, improvements to the trails, or other areas which is a result of or related to the Group's Event, the Group's use of the Linked Trails or Public Trails, or the Group's negligence.

6. This agreement shall be effective to extend permission for the Group to hold the Event as described in this Agreement for the calendar year specified in this Agreement. Should the Group wish to hold the Event or a similar Event in subsequent years, prior to January 1 of any subsequent calendar year, the Group shall be required to provide the Town with updated information about the Event and confirm the necessary insurance information and release and waiver of liability language, and such other additional information as the Town may reasonably request ("Renewal Information"). The Renewal Information shall be provided to the Barker Family and to the Town's Select Board for review and approval, and if approved by both, shall hereby become a part of this Agreement and shall function to extend the term of this Agreement for one year, and grant permission for the Event described in the Renewal Information to occur.

7. The Town may terminate this Agreement (and any extension which has been granted) at any time the Town determines that the Group or the participants in the Group's Event are in violation of the terms and conditions of this Agreement, have not conducted or participated in the Event in the manner in which it is described in this Agreement or in the Renewal Information, that the Group or the participants in the Group's Event have caused damage in excess of reasonable wear and tear to the Linked Trails, the Public Trails, the Town's facility at or within Stratham Hill Park or to any of the other trails, improvements to the trails, or other areas related to the trails, or for any other reason in the Town's reasonable discretion. Upon such termination, the Group shall no longer be permitted to hold the Event on the Public Trails or Linked Trails.

8. The Group may not assign its rights or obligations under this agreement without the written permission of the Town.

9. In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then

the remainder of this Agreement shall remain valid and enforceable. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in order that the substance of the agreement contemplated hereby is maintained as originally contemplated to the greatest extent possible.

10. This Agreement shall be governed by the laws of the State of New Hampshire.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on _____, 2021.

TOWN OF STRATHAM

[INSERT NAME OF OUTSIDE GROUP]

By: Seth Hickey,
Director of Parks and Recreation, Duly Authorized

By: [insert name], its [insert title]
Duly Authorized