

MEMORANDUM OF UNDERSTANDING

between
NH Fish and Game Department
and
NH Department of Resources and Economic Development, Bureau of Trails
and
NH Department of Resources and Economic Development, Division of Forests and Lands
for the purposes of
Monitoring, Maintaining and Enforcing Public OHRV Use
on
"West Side Trail" and "Kelsey Notch Pilot Trail"
in
Nash Stream Forest

Pursuant to RSA 215-A:42, I (b), this interagency agreement (the MOA) is entered into, by and between, the New Hampshire Fish and Game Department, (NHF&G), and the New Hampshire Department of Resources and Economic Development (DRED) through the Bureau of Trails and the Division of Forests and Lands, for the purpose of managing public OHRV trails to be known as "Kelsey Notch Pilot Trail" and "West Side Trail", as depicted on a map here attached as Exhibit A, upon state-owned land under the management of DRED, known as Nash Stream Forest.

Whereas, Nash Stream Forest was acquired by the State through the Land Conservation Investment Program and pursuant to RSA 162-C:6, the Council on Resources and Development is responsible for management and administration of lands acquired under the LCIP so as to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire, and

Whereas, Off Highway Recreational Vehicles to include All Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) are rapidly becoming an outdoor recreational activity popular to the North Country economy of the State of New Hampshire, by adding much needed revenue opportunities to some North Country businesses, and

Whereas, pursuant to RSA 215-A:3, DRED - Bureau of Trails is responsible for the coordination between DRED - Division of Forests and Lands, NHF&G, and the Department of Transportation (NHDOT) with respect to matters pertaining to OHRVs and snowmobiles; including ATVs and UTV's, and

Whereas, pursuant to RSA 227-G:3(I)(c), the Director of Forests and Lands is responsible for the execution of all matters pertaining to the use of state reservations, except matters pertaining to the recreational development, administration, and maintenance, which shall be done in cooperation with the director of the DRED - Division of Parks and Recreation, with the approval of the Governor and Executive Council as required, and

Whereas, pursuant to RSA 215-A:16 and RSA 227-G:7, DRED Forest Rangers are recognized law enforcement officers with authority to enforce OHRV laws on public lands; and

Whereas, pursuant to RSA 215-A:32, the Executive Director of NHF&G is responsible for the adoption and implementation of rules and administrative procedures for public OHRV riding, necessary for the safety of riders and passengers and the protection of property, and

Whereas, pursuant to RSA 215:16, NHF&G is authorized to enforce OHRV laws within the state of NH;

Therefore, NHF&G and DRED (together the Parties), agree as follows:

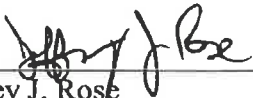
1. NHF&G will enforce state laws, primarily RSA 215-A, and DRED rules as they pertain to the operation of OHRVs.
2. DRED - Bureau of Forest Management, in collaboration with NHF&G, will enforce state laws, primarily RSA 215-A, and DRED rules as they pertain to the condition and maintenance of the trail per the agreement between DRED and the locally organized OHRV club (RSA 215-A.c), to ensure water quality laws are not violated. Such required agreement for West Side Trail between the DRED and North Country ATV Club being here attached as Exhibit B, and such required agreement for the Kelsey Notch Pilot Trail between DRED and Metallak ATV Club being here attached as Exhibit C.
3. DRED enforcement staff will enforce state laws, primarily RSA 215-A, and DRED rules as they pertain to operation of OHRVs, and protection of the property.
4. Once a year, by October 15th, the Parties will provide an enforcement report to the Nash Stream Forest Citizens Committee and to the Council on Resources and Development. The report shall include the number and type of violations and warnings, OHRV accidents, a statement of enforcement related concerns and successes, and any input on ways to promote better safety and education to the riders.
5. DRED Bureau of Trails, in concert with the local club noted in the MOA for the specific trail, will monitor and maintain the approved trails in a safe and environmentally responsible manner using best management practices as described in "Best Management Practices for Erosion Control during Trail Maintenance and Construction," or any successor publication.
6. Once a year, by October 15th, the following staff representing the Parties will provide an environmental compliance report (the Report) to the Nash Stream Forest Citizens Committee and to the Council on Resources and Development:
 - DRED Trails Bureau District #1 Supervisor, or designee
 - DRED Division of Forests and Lands North Region Forester, or designee
 - F&G Region 1 Wildlife Biologist, or designee

The Report shall include the dates of each inspection, photographs (particularly of stream crossings), a narrative of trail conditions as they relate to environmental resources, any water quality violations, and recommendations including a timeline for remediations or repair work necessary to bring the trails into compliance with water quality regulations.

7. The Parties will work with the local recognized clubs to provide safety education to the public, and the Parties will also provide technical guidance to the clubs on proper OHRV trail maintenance.
8. The Parties agree that each will work cooperatively to provide safe and environmentally responsible riding opportunities to these OHRV trails, and recognize that failing to properly maintain these trails to avoid water quality violations and/or damages to aquatic


resources and wildlife habitat could lead DRED and/or NHF&G to suspend the MOA in writing by 30 day notification to the other party until appropriate maintenance has been performed, or suspend indefinitely, depending on the severity of the damage.

1-3-17
Date




Jeffrey J. Rose
Commissioner
Department of Resources and Economic Development

1/5/2017
Date



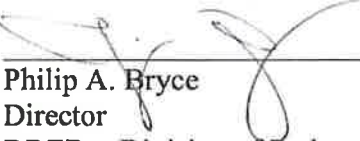
Glenn Normandeau
Executive Director
New Hampshire Fish and Game Department

1/3/17
Date




Brad W. Simpkins
Director
DRED – Division of Forests and Lands

1-3-17
Date



Philip A. Bryce
Director
DRED – Division of Parks and Recreation

1/5/17
Date



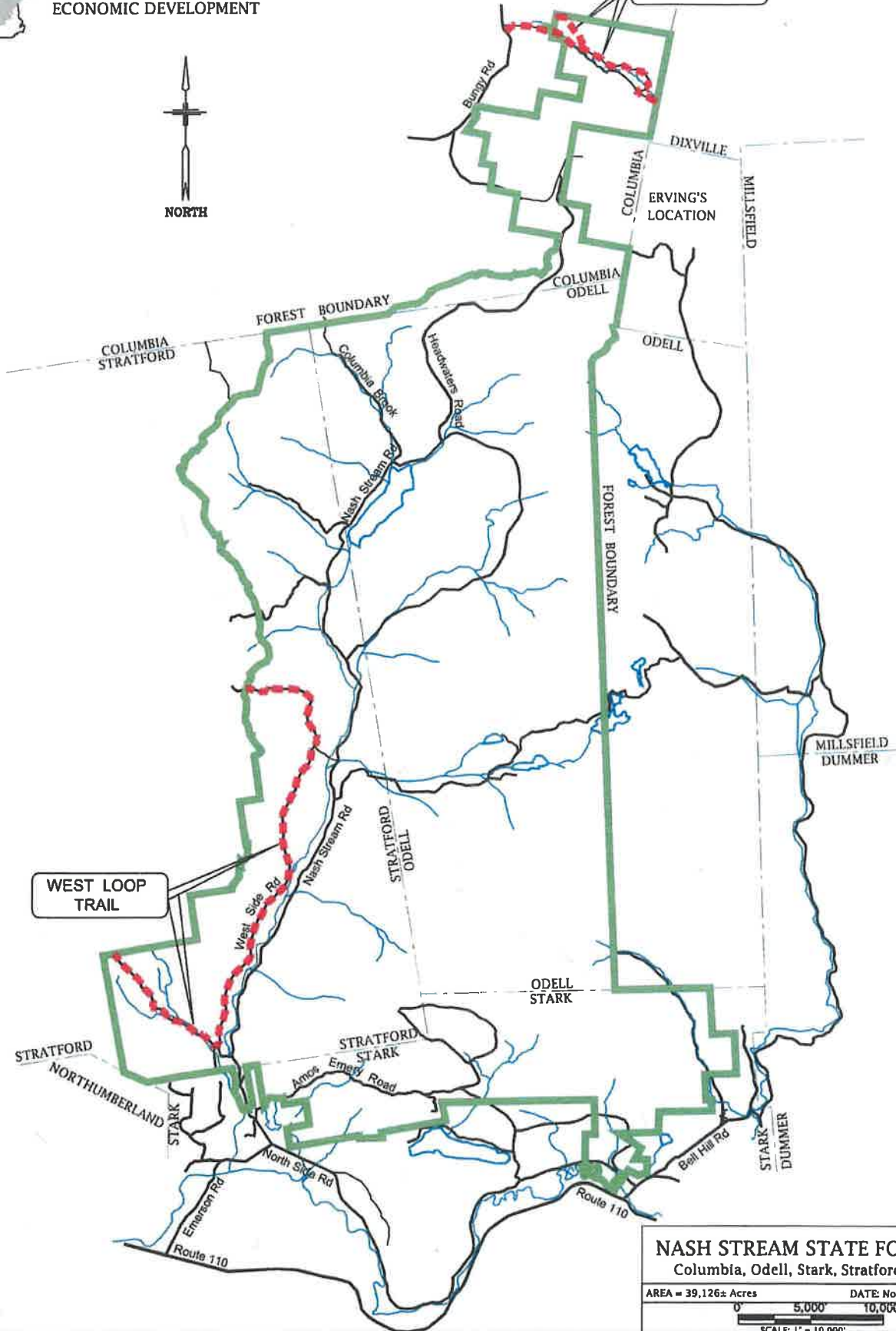
Kevin Jordan
Colonel
New Hampshire Fish and Game Department



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES &
ECONOMIC DEVELOPMENT

EXHIBIT A

KELSEY NOTCH
PILOT TRAIL



WEST LOOP
TRAIL

NASH STREAM STATE FOREST
Columbia, Odell, Stark, Stratford, NH

AREA = 39,126± Acres DATE: November 2016
0 5,000' 10,000'
SCALE: 1" = 10,000'

MEMORANDUM OF AGREEMENT

For
ATV Trail
AT
NASH STREAM FOREST

Pursuant to New Hampshire RSA Chapter 215-A:3 "Off Highway Recreational Vehicles and Trails", and under the provisions of Res 8500 "Bureau Trail Use Rules", this Memorandum of Agreement ("MOA") is entered into this 11 day of JULY, 2016, between the **New Hampshire Department of Resources and Economic Development**, (the "STATE"), with a principle mailing address of P.O. Box 1856, Concord, NH 03302-1856 and the **North Country ATV Club**, (the "CLUB"), P.O. Box 161, Stratford, NH 03032, for the purpose of providing the opportunity for the public to operate all-terrain vehicles (ATVs) on state-owned property known as "Nash Stream Forest" (the "PROPERTY") in Stratford, NH, as prescribed below.

WHEREAS, Nash Stream Forest is the largest state-owned forestland in New Hampshire at 39,601 acres, and pursuant to the "Nash Stream Management Plan", is open to public use and managed for multiple uses and resource values including off-highway recreation vehicles (OHRVs);

WHEREAS, the Nash Stream Management Plan provided for an "ATV Use -- West Side Connector Pilot Program" and the five (5) year trial period was successful and the advisory committee voted on January 25, 2007 to issue a 3 year agreement;

WHEREAS, Chapter 233-20 of the NH Laws of 2002 directs the Commissioner of the Department of Resources and Economic Development to move forward toward the establishment of an ATV connecting trail in Nash Stream Forest;

WHEREAS, the Division of Forests and Lands, pursuant to RSA 227-G, has the responsibility for the management of all state-owned forestlands, and to cooperate with the Division of Parks and Recreation in promoting recreational use of state-owned forestlands.;

WHEREAS, the Division of Parks and Recreation, pursuant to RSA 216-A:3, has the responsibility for recreation, development and management of state-owned parks and forests, and to cooperate with the Division of Forests and Lands in the joint promotion of forest recreation and forest management of state-owned forestlands;

WHEREAS, the United States of America holds a Conservation Easement on the Nash Stream Forest that assures perpetual public use and protection of the forest and provides for OHRV use on its roads and trails;

WHEREAS, the Division of Parks and Recreation, Bureau of Trails, pursuant to RSA 215-A, is responsible for establishing and administering ATV trails in cooperation with state and private interests for public benefit, administering funds for the development and maintenance of OHRV trails, and working with organized trail clubs in support of the activity; and

WHEREAS, the CLUB is a recognized non-profit group by the State of New Hampshire that provides designated ATV trails for its members and the public, and has a policy of closely watching and maintaining its trails to protect and preserve the landscape.

NOW THEREFORE, the parties hereto agree as follows:

- 1) The parties agree to work cooperatively in providing and maintaining, through environmentally sound action, a safe, functional, attractive and user-friendly ATV trail system (the "TRAIL") over existing ways known as "West Side Road", "Bordeau Trail" and "Andritz Trail", or relocated portions thereof, on the PROPERTY, as depicted on a plan entitled "Proposed ATV Trail - Nash Stream Forest" (the "PLAN"), attached as ATTACHMENT A.
- 2) The STATE hereby grants to the CLUB, in cooperation and coordination with the STATE, the exclusive rights to operate, manage and maintain, and to promote responsible public use of the TRAIL under a three (3) year term commencing from the effective date of this Agreement thru December 15, 2019, for the seasonal period of May 23rd. after continuous snow cover has melted, until December 15th.
- 3) Throughout the PROGRAM, the CLUB agrees to work with the STATE to mitigate the impact of the TRAIL on natural resources and other uses of the PROPERTY.
- 4) Throughout the PROGRAM, the CLUB agrees to maintain the TRAIL in a litter-free condition and shall promptly dispose of all litter, trash and manmade debris in a proper manner.
- 5) The CLUB agrees to assist the STATE in the maintenance of the TRAIL for all matters relating to ATV use, including sign replacement and maintenance, routine structure inspection and repairs and may apply for Grant In Aid funds for other projects, as requested by the STATE. The CLUB agrees to conduct ATV use related maintenance 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 any successor standard. The STATE, and its agents, reserves the right to enter the PROPERTY with persons and equipment for purposes of maintaining the TRAIL. Through the Grant-In-Aid PROGRAM, maintenance activities by the CLUB 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 and cutting back encroaching vegetation. All maintenance activities must be approved through a Trail Maintenance Work Plan (the "PLAN"), or the Grant-in-Aid projects. The TRAIL and any and all improvements shall remain the property of the STATE.
 - a. The CLUB and the STATE recognize that a portion of the TRAIL known as "West Side Road" is maintained by the STATE as a Class B Gravel Summer Road, under the Nash Stream Forest Management Plan. The CLUB shall not be responsible for the maintenance of West Side Road associated with the normal wear and tear of the Road due to non-ATV use.
 - b. The STATE agrees that the CLUB shall not be responsible for repairs to the TRAIL resulting from unexpected catastrophic events, natural or otherwise.

6) The STATE maintains the right to close the TRAIL when any of the following occur:

- weather conditions make the TRAIL unsuitable for ATV use;
- public safety is endangered due to TRAIL conditions;
- use of the TRAIL is resulting in degradation of surface waters;
- damage to the TRAIL may occur due to heavy rain, mud, or other condition;
- use of the Trail is resulting in unauthorized ATV use on the PROPERTY;
- any other reason that is insurmountable by the STATE and the CLUB, which would cause public safety or environmental concerns sufficient enough to close the TRAIL to ATV use; and
- loss of permission from abutters to cross their lands.
- no reasonable alternatives are available when trail use and forest management activities can not safely be accommodated on the developed roads .

8) If the STATE closes the TRAIL, the STATE shall meet with the CLUB immediately, in no case to exceed one (1) week, to discuss the reasons for closing the TRAIL and corrective action to be taken, provided such action is acceptable to the STATE.

9) The CLUB shall obtain all necessary federal, state and local permits and approvals for projects done by the CLUB, and remain in compliance with and abide by the terms of said permits and approvals, and all federal, state, and local laws and regulations regarding new construction, maintenance and supervision of use upon the Trail.

MONITORING TRAIL USE :

In cooperation and consultation with the STATE, the CLUB agrees to monitor ATV usage on the TRAIL, and communicate with other users of the TRAIL, to ensure that the special ecological conditions, as identified in the baseline documentation collected for the PROGRAM on file with the STATE, are not substantially diminished or degraded by ATV use and that ATV use is limited to the designated TRAIL and is done in compliance with then existing state laws, administrative rules and this Agreement. The STATE and the CLUB agree to meet at least twice annually, before May 23 and within one month of the annual closing date, and more often at the request of either party, to discuss ATV use issues that may develop and to consider management options.

The STATE, and its agents, reserves the right to access the TRAIL with persons and equipment to establish and maintain monitoring stations and study plots.

LIMITATION OF LIABILITY :

Nothing in the Memorandum of Agreement (MOA) shall be a basis for any liability on the part of the STATE with respect to personal injury or property damage sustained by any person. The STATE is entitled to the protections of RSA 508:14, RSA 212:34 and sovereign immunity. The club shall defend and indemnify and save the State of New Hampshire harmless for any liability, damage, loss, cost or expense caused by the Club for injury to persons or property arising out of, or incidental to, the use of the TRAIL as herein permitted.

COMPLIANCE WITH DEPARTMENTAL REGULATIONS AND POLICIES:

The use of ATVs on the PROPERTY shall be in accordance with New Hampshire laws and the STATE'S rules and regulations pertaining to such use. The term "ATV" is defined in section 215-A: 1.

NON-EXCLUSIVE USE:

The TRAIL shall be open to the public for ATV use as defined in RSA 215-A:1 and shall not be limited to use by members of the CLUB.

RESPONSIBILITIES OF THE CLUB:

Annually the PLAN shall be prepared with the assistance of the Trails Bureau and submitted by December 1st, to the STATE. The PLAN shall include, but not be limited, to the following:

- TRAIL monitoring reports (completed through the "Volunteer Trail Patrol Program" – see ATV Education Section below);
- TRAIL maintenance reports (completed through the "Volunteer Trail Patrol Program" – see ATV Education Section below);
- Record of the previous year's maintenance activities to include hours of volunteer work and maintenance costs – both state-grant funded and other funding source activities;
- Annual "Pilot Program Summary Report" summarizing the status of the PROGRAM to date; and
- Routine maintenance activities

The PLAN shall be reviewed and approved by the Division of Forests and Lands and the Bureau of Trails within thirty (30) days of submission. Issues, if any, rendering the PLAN unacceptable, shall be resolved by the STATE and the CLUB before the TRAIL may be opened for the approaching season. The CLUB shall work cooperatively with the STATE to do such things as are reasonably necessary and practicable (including the use of gates, barriers and appropriate official signs) to keep ATV use on the TRAIL and to restrict access by vehicles other than ATVs. Any proposed work to the TRAIL by the CLUB shall not be permitted until all environmental permits are secure and copies are submitted to the Trails Bureau.

RESPONSIBILITIES OF THE STATE :

Prior to the commencement of the PROGRAM, the TRAIL shall be adequately marked by the STATE in accordance with the "Trail Signing Handbook: Guidelines for Signing Snowmobile Trails" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau), or any successor standard, to indicate location of the TRAIL, to restrict ATV use to within the designated TRAIL corridor, and to restrict access by vehicles other than ATVs. All spur, side or connecting trails will be posted to indicate that ATV access and use thereon is prohibited.

ATV-USER EDUCATION:

The CLUB shall conduct ATV use education prescribed by the STATE known as the Volunteer Trail Patrol Program ("PATROL") on the TRAIL. The PATROL shall include continued monitoring of TRAIL use, abuse and interaction with users to assure compliance with the terms of the MOA and recording of routine TRAIL maintenance. The CLUB shall submit copies of "Trail Patrol Reports" to the Bureau of Trails. The CLUB shall provide the users with information regarding authorized riding areas and post necessary signs pertaining to protection of water quality and other environmental issues as the PROGRAM progresses.

AMMENDMENTS:

This AGREEMENT may be amended only in writing through mutual agreement by the STATE and the CLUB.

TRANSFERABILITY:

The CLUB, upon written approval from the STATE, may transfer its rights and responsibilities under this MOA to another qualified non-profit group if it is determined that the CLUB is no longer able or willing to abide by the terms and conditions of this MOA. In the event that this MOA is not transferred, the Commissioner of DRED shall make an assessment to determine whether to continue or not continue ATV use and TRAIL designation on the PROPERTY.

TERMINATION:


The STATE or the CLUB may terminate this agreement with a 30 day written notice to the other party, for any reason deemed appropriate by either party.

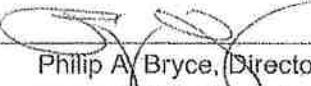
ATTACHMENTS:

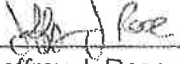
Attachment A – Trail Plan

SIGNATURES:


"STATE" – New Hampshire Department of Resources and Economic Development

By:  7/12/16
Brad W. Simpkins, Director
Division of Forests and Lands
Date

By:  7/12/16
Philip A. Bryce, Director
Division of Parks and Recreation
Date

By:  7/13/16
Jeffrey J. Rose, Commissioner
Date

"CLUB" – North Country ATV Club

By:  7-11-16
Duly Authorized
THEODORE L. BURNS
TRAIL ADMINISTRATOR NCATV
Date

Approved as to form, substance and execution by the Office of the Attorney General:

7/14/16
Date


Brian W. Buonamono
Senior Assistant Attorney General

Notices

All notices pursuant to this MOA should be sent to the following parties:

Brad Simpkins, Interim Director Forests and Lands 172 Pembroke Road Concord, NH 03301	Margaret Machinist, North Region Forester Forests and Lands - North Region Headquarters 629B Main Street Lancaster, NH 03584-3612
Christopher Gamache, Chief Supervisor NH Bureau of Trails 172 Pembroke Road Concord, NH 03301	Ted Burns, Trails Administrator North Country ATV Club PO BOX 161 Stratford, NH 03032
Nash Stream Forest Citizen Advisory Committee C/O Forests and Lands PO BOX 1856 Concord, NH 03302-1856	

PILOT
MEMORANDUM OF AGREEMENT
For
ATV Trails
AT
NASH STREAM FOREST

Pursuant to New Hampshire RSA Chapter 215-A:3 "Off Highway Recreational Vehicles and Trails", and under the provisions of Res 8500 "Bureau Trail Use Rules", this Memorandum of Agreement ("the MOA") is entered into this ____ day of _____, 2017, between the **New Hampshire Department of Resources and Economic Development**, (the "STATE"), with a principle mailing address of P.O. Box 1856, Concord, NH 03302-1856 and the **Metallak ATV Club**, (the "CLUB"), P.O. Box 318, Colebrook, NH, 03576, for the purpose of providing the opportunity for the public to operate all-terrain vehicles (ATVs and UTV's for purposes of this agreement) on a portion of state-owned property known as "Nash Stream Forest" (the "PROPERTY") in Columbia NH, as prescribed below.

WHEREAS, Nash Stream Forest is the largest state-owned forestland in New Hampshire at 39,601 acres, and pursuant to the "Nash Stream Management Plan", is open to public use and managed for multiple uses and resource values including off-highway recreation vehicles (OHRVs) where approved; and

WHEREAS, on November 13, 2012 the Nash Stream Citizen Advisory Committee considered a proposal for ATV connector trails in the Kelsey Notch area of Nash Stream Forest and recommended approval of a "pilot" trail and agreement; and

WHEREAS, the Division of Forests and Lands, pursuant to RSA 227-G, has the responsibility for the management of all state-owned forestlands, and to cooperate with the Division of Parks and Recreation in promoting recreational use of state-owned forestlands; and

WHEREAS, the Division of Parks and Recreation, pursuant to RSA 216-A:3, has the responsibility for recreation, development and management of state-owned parks and forests, and to cooperate with the Division of Forests and Lands in the joint promotion of forest recreation and forest management of state-owned forestlands; and

WHEREAS, the United States of America holds a Conservation Easement on the Nash Stream Forest that provides for State-managed public use on its roads and trails; and

WHEREAS, the Division of Parks and Recreation, Bureau of Trails, pursuant to RSA 215-A, is responsible for establishing and administering ATV trails in cooperation with state and private interests for public benefit, administering funds for the development and maintenance of OHRV trails, and working with organized trail clubs in support of the activity; and

WHEREAS, the CLUB is a recognized non-profit group by the State of New Hampshire that secures rights to designated ATV trails for its members and the public, and has a policy of closely patrolling and maintaining its trails to protect and preserve the landscape;

NOW THEREFORE, the parties hereto agree as follows:

- 1) The parties agree to work cooperatively in providing and maintaining, through environmentally sound action, a safe, functional, attractive and user-friendly ATV trail corridors (the "TRAIL") over existing ways known as "Kelsey Notch Road Trail" and "Kelsey Notch Connection Trail", on the PROPERTY, as depicted on an attached plan.
- 2) The STATE hereby grants to the CLUB, in cooperation and coordination with the STATE, the exclusive rights to operate, manage and maintain, and to promote responsible public use of the TRAIL under a "pilot" three (3) year term commencing from the effective date of the MOA, thru December 15, 2020, for the seasonal period of May 23rd after continuous snow cover has melted, until December 15th. If abutting lands close earlier the trail shall close on that date.
- 3) Throughout the 3-year pilot term, the CLUB agrees to work with the STATE to mitigate the impact of the TRAIL on natural resources and other uses of the PROPERTY.
- 4) Throughout the 3-year pilot term, the CLUB agrees to maintain the TRAIL in a litter-free condition and shall promptly dispose of all litter, trash and manmade debris in a proper manner.
- 5) The CLUB agrees to assist the STATE in the maintenance of the TRAIL for all matters relating to ATV use, including sign replacement and maintenance, routine structure inspection and repairs and may apply for Grant-In-Aid funds for other projects, as requested by the STATE. The CLUB agrees to conduct ATV use related maintenance 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 any successor standard. The STATE, and its agents, reserves the right to enter the PROPERTY with persons and equipment for purposes of maintaining the TRAIL. Through the Grant-In-Aid PROGRAM, maintenance activities by the CLUB 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 and cutting back encroaching vegetation. All maintenance activities must be approved through a Trail Maintenance Work Plan (the "PLAN"), or the Grant-In-Aid projects. The TRAIL and any and all improvements shall remain the property of the STATE.

The STATE agrees that the CLUB shall not be responsible for repairs to Kelsey Notch Road Trail or Kelsey Notch Connection Trail resulting from unexpected catastrophic events, natural or otherwise, but hereby agrees to work with the STATE to complete any such repairs.

- 6) The STATE reserves the right to close the TRAIL when any of the following occur:
 - weather conditions make the TRAIL unsuitable for ATV use;
 - public safety is endangered due to TRAIL conditions;
 - use of the TRAIL is resulting in degradation of surface waters;
 - damage to the TRAIL may occur due to heavy rain, mud, or other condition;
 - use of the Trail is resulting in unauthorized ATV use on the PROPERTY;
 - any other reason that is not immediately resolvable by the STATE and the CLUB;
 - loss of permission from abutters to cross their lands, thereby rendering the TRAIL inaccessible, and.
 - no reasonable alternatives are available when forest management activities require direct use of the TRAIL

- 8) In the event that the STATE must effect a planned closure of the TRAIL, the STATE shall give the CLUB no less than one (1) week notice prior to closure.
- 9) The CLUB shall obtain all necessary federal, state and local permits and approvals for projects done by the CLUB, and remain in compliance with and abide by the terms of said permits and approvals, and all federal, state, and local laws and regulations regarding new construction, maintenance and supervision of use upon the TRAIL.

MONITORING TRAIL USE :

In cooperation and consultation with the STATE, the CLUB agrees to monitor ATV usage on the TRAIL, and communicate with other users of the TRAIL, to promote public safety and reduce any possible negative environmental impact. The STATE and the CLUB agree to meet at least twice annually, before May 23 and within one month of the annual closing date, and more often at the request of either party, to discuss ATV use issues that may develop and to consider management options. The STATE, and its agents, reserves the right to access the TRAIL with persons and equipment at any time.

LIMITATION OF LIABILITY :

Nothing in the Memorandum of Agreement (MOA) shall be a basis for any liability on the part of the STATE with respect to personal injury or property damage sustained by any person. The STATE is entitled to the protections of RSA 508:14, RSA 212:34 and sovereign immunity. The Club shall defend and indemnify and save the State of New Hampshire harmless for any liability, damage, loss, cost or expense caused by the Club for injury to persons or property arising out of, or incidental to, the use of the TRAIL as herein permitted.

COMPLIANCE WITH DEPARTMENTAL REGULATIONS AND POLICIES:

The use of ATVs on the PROPERTY shall be in accordance with New Hampshire laws and the STATE'S rules and regulations pertaining to such use. For the purposes of this agreement the term ATV also includes UTVs. The term "ATV" and "UTV" are defined in RSA 215-A: 1.

NON-EXCLUSIVE USE:

The TRAIL shall be open to the public for ATV use as defined in RSA 215-A:1 and shall not be limited to use by members of the CLUB.

RESPONSIBILITIES OF THE CLUB:

Annually the PLAN shall be prepared with the assistance of the Trails Bureau and submitted by December 1st, to the STATE. The PLAN shall include, but not be limited, to the following:

- TRAIL monitoring reports
- TRAIL maintenance reports
- Record of the previous year's maintenance activities to include hours of volunteer work and maintenance costs – both state-grant funded and other funding source activities;
- Routine maintenance activities

The PLAN shall be reviewed and approved by the Division of Forests and Lands and the Bureau of Trails within thirty (30) days of submission. Issues, if any, rendering the PLAN unacceptable, shall be resolved by the STATE and the CLUB before the TRAIL may be opened for the approaching season. The CLUB shall work cooperatively with the STATE to do such things as are reasonably necessary and practicable (including the use of gates, barriers and appropriate official signs) to keep ATV use on the TRAIL and to restrict access by vehicles other than ATVs. Any proposed work to the TRAIL by the CLUB shall not be permitted until all environmental permits are secure and copies are submitted to the Trails Bureau.

RESPONSIBILITIES OF THE STATE :

In cooperation with the CLUB, the TRAIL shall be adequately marked by the STATE in accordance with the "Trail Signing Handbook: Guidelines for Signing OHRV Trails" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau), or any successor standard, to indicate location of the TRAIL, to restrict ATV use to within the designated TRAIL corridor, and to restrict access by vehicles other than ATVs. All spur, side or connecting trails will be posted to indicate that ATV access and use thereon is prohibited.

AMMENDMENTS:

The MOA may be amended only in writing through mutual agreement by the STATE and the CLUB.

TRANSFERABILITY:

The CLUB, upon written approval from the STATE, may transfer its rights and responsibilities under the MOA to another qualified non-profit group if it is determined that the CLUB is no longer able or willing to abide by the terms and conditions of this MOA. In the event that this MOA is not transferred, the Commissioner of DRED shall make an assessment to determine whether to continue or not continue ATV use and TRAIL designation on the PROPERTY.

TERMINATION:

The STATE or the CLUB may terminate the MOA with a 30-day written notice to the other party, for any reason deemed appropriate by either party.

DISPUTES:


Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved shall call for progressive management involvement in the dispute negotiation by written notice to the other party. The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed.

If the dispute is not resolved informally, disputes may be resolved by filing an action in the Merrimack County Superior Court.

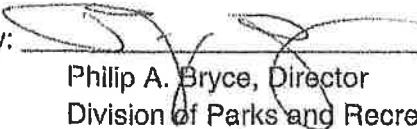
This AGREEMENT is to be construed according to the Laws of the State of New Hampshire.

SIGNATURES:


"STATE" – New Hampshire Department of Resources and Economic Development

By: 
Brad W. Simpkins, Director
Division of Forests and Lands

1/9/17
Date

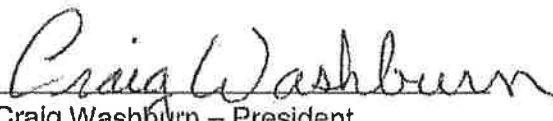
By: 
Philip A. Bryce, Director
Division of Parks and Recreation /

1-9-17
Date

By: 
Jeffrey J. Rose, Commissioner

1/9/17
Date

"CLUB" – Metallak ATV Club

By: 
Craig Washburn – President
Duly Authorized

1-5-17
Date

Approved as to form, substance and execution by the Office of the Attorney General:

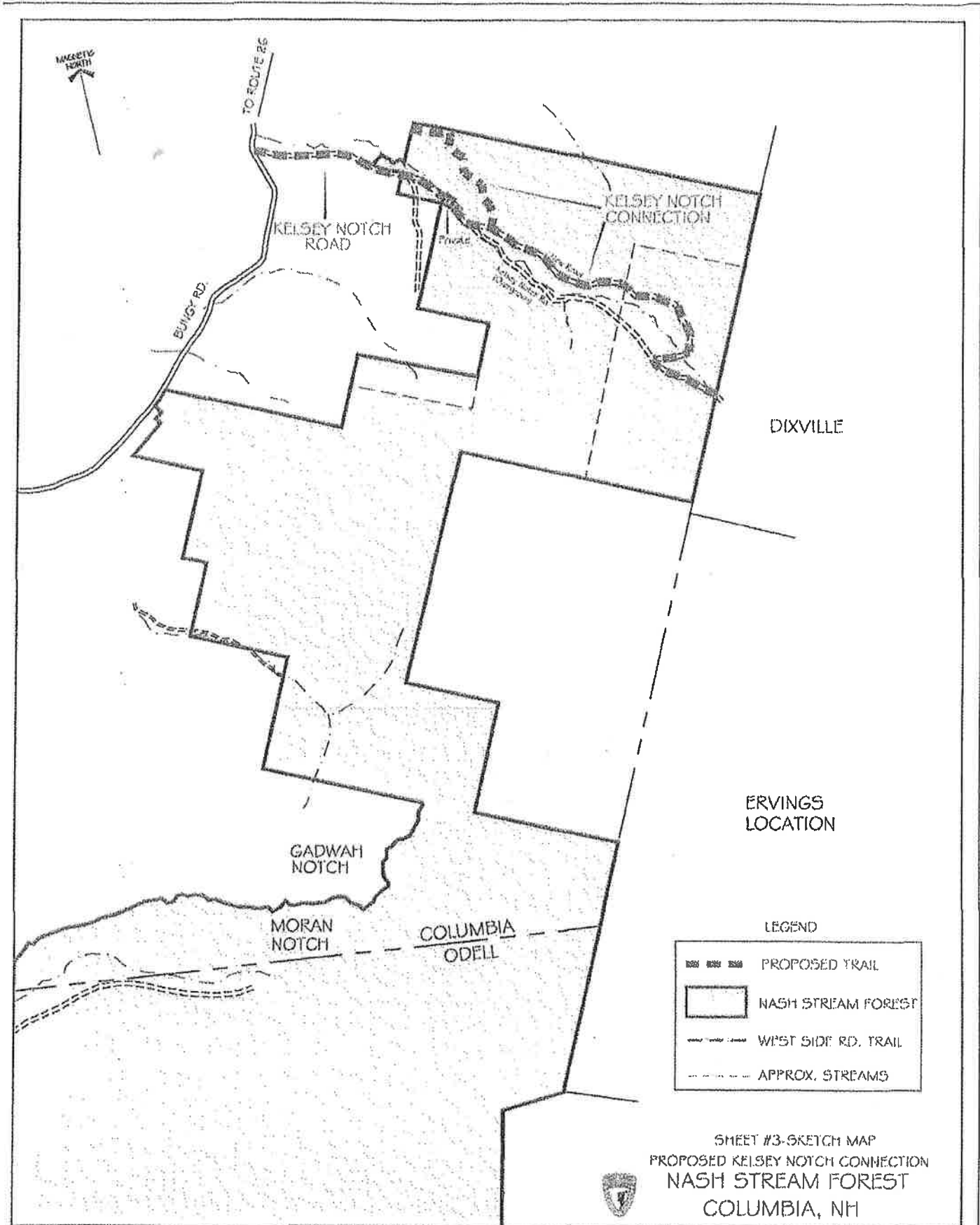
Date

Jeanine Girgenti
Assistant Attorney General

Notices

All notices pursuant to this MOA should be sent to the following parties:

Brad Simpkins, Director Forests and Lands 172 Pembroke Road Concord, NH 03302-1856	Margaret Machinist, North Region Forester Forests and Lands - North Region Headquarters 629B Main Street Lancaster, NH 03584-3612
Chris Gamache, Chief Supervisor NH Bureau of Trails 172 Pembroke Road Concord, NH 03302-1856	Craig Washburn, President Metallak ATV Club P.O. Box 318 Colebrook, NH, 03576
Nash Stream Forest Citizen Advisory Committee C/O Forests and Lands 172 Pembroke Road Concord, NH 03302-1856	Clint Savage, District 1 Supervisor NH Bureau of Trails 629B Main Street Lancaster, NH 03584-3612



WASH STATE CAMP LOCATION

SHEET #3-SKETCH MAP
 PROPOSED KELSEY NOTCH CONNECTION
 NASH STREAM FOREST
 COLUMBIA, NH

RECEIVED

JAN 09 2017

D.R.E.D.