



# TOWN OF CONWAY

23 MAIN STREET+ P.O. Box 2680 + CONWAY, NEW HAMPSHIRE 03818

(603) 447-3811  
WWW.CONWAYNH.ORG

## **Rec-Path Design Committee**

Tuesday, March 24, 2026 - **8:30a.m. to 9:30a.m.**  
Conway Town Office, 23 Main Street, Conway, NH

## **A G E N D A**

- 1. Review of Land Water Conservation Fund / Bureau of Recreation encumbrance.**
- 2. Review of pending land rights to include easements, Rail ROW Temporary use Agreement, Rail-Trail Agreement, DOT By-Pass Corridor.**
- 3. Schedule next Committee meeting and review future agenda items.**
- 4. Other Business**

# LWCF / BOR Related Documents

## **Whitaker Woods Properties subject to restrictions of Bureau of Recreation (BOR)**

214-31.2 – Bk490 Pg32

215-106 – Bk743 Pg144

214-31.1 – Bk490 Pg32

There were two separate acquisition projects, BOR / LWCF projects 33-00056 and 33-00321 for Whitaker Woods.

### **1. Rec Path Phase II**

LWCF program allows for changes in use on LWCF parcels. There is a process to determine whether a proposed project is a maintenance project, a redevelopment project, a significant change of use, public facility request or conversion.

The Bancroft acquisition, BOR Project 33-00321, is considered by the LWCF program as an extension of Whitaker Woods. Thus, there are two LWCF assisted acquisition parcels subject to the proposed pathway alignment.

- a. 33-00056\_WhitakerWoods: 100 +/- acres (Whitaker Property). Deed Restrictions: Below.
  - *The land conveyed herein shall be used for public recreational purposes and shall be maintained forever in a wild and natural state. All cutting of timber and brush shall be consistent with good forestry practices and must be approved by the Conway Conservation Commission or the Town of Conway Selectmen.*
  - *Motor vehicles shall not be allowed on said property except for maintenance purposes.*
  - *Other restrictions apply. See deed.*
- b. 33-00321\_WhitakerWoods-I: 36 +/- acres (Bancroft Property). Deed Restrictions: None.

## 2. NH DOT Right-of-Way (land conversion)

The NH DOT acquired in fee a strip of land through the above-mentioned properties for the purpose of developing the Conway Bypass project. This is currently an outstanding **conversion** scenario for the town. The State can't effectively comment on the pathway proposal without this being resolved.

### a. Questions to be addressed:

- Determine method used to acquire the NH DOT portion of the property. Specifically, was the Town compensated for BOR conversion costs?
- Seeing that the compensation was likely not given for the property, will the Town be acquiring the property back from NH DOT.
- There was a discussion in 2004-2005 about converting NH DOT property out of the LWCF encumbrance but the conversion does not appear to be completed. The National Park Service can confirm whether the conversion was completed or not.

## 3. Rec Path Phase II proposal within Whitaker Woods properties (BOR 33-00056, and 33-00371)

- a. The project likely requires a "significant change of use" application to be submitted.
- b. Understanding the path is permitted as a recreational use by BOR, the following questions would need to be resolved:
  - Does it enhance the use and viability of Whitaker Woods?
  - Does the Town have a long-term master, strategic, or stewardship plan that incorporates the pathway development with other uses?
  - How has the Town come to the determination that the pathway is consistent with the deed restrictions by Whitaker?

WARRANTY DEED

I, Charles W. Whitaker, of North Conway, Town of Conway, Carroll County, State of New Hampshire, for consideration paid, grant to The Town of Conway, a municipal corporation in said Carroll County, State of New Hampshire, with WARRANTY covenants,

A certain tract of land situated Easterly of the Maine Central Railroad and Westerly of the Kearsarge Road, so-called, in North Conway, Town of Conway, Carroll County, State of New Hampshire, bounded and described as follows:

Beginning at a point on the Easterly line of said Maine Central Railroad land at the Northwest corner of land of Abbott Gardner,

Thence Easterly along land of said Gardner, Oak Street, land of Gordon, and Milburn Roberts, a total distance of 650 feet, more or less, to the ~~Southwest~~ <sup>LINE</sup> corner of land of Burke;

Thence Northerly along land of Burke, Lutz, and Mather a total distance of 750 feet, more or less, to the Northwest corner of said Mather land;

Thence Easterly 650 feet, more or less, along said Mather land to the Westerly side of said Kearsarge Road;

Thence Northerly 225 feet, more or less, along said Kearsarge Road to land of Doyle;

Thence Westerly along land of Doyle and Stiles a total distance of 750 feet, more or less, to the Southwest corner of said Stiles land;

Thence Northerly on land of Stiles and land of Winwood Lodge, Inc., a total distance of 1,150 feet, more or less, to land of Lynch;

Thence Westerly along land of Lynch and land of Bancroft a total distance of 2,600 feet, more or less, to the Easterly line of said Maine Central Railroad land;

Thence Southeasterly 2,500 feet, more or less, along said Maine Central Railroad land to the point of beginning.

Meaning and intending to convey the Whitaker Lot, so-called, shown as Lot #12, Map #19, on the Town of Conway Tax Map, dated 1969, excluding the Rye Field, so-called.

I acquired title to said land under ARTICLE FIFTH of the Will of my father, James W. Whitaker. See Carroll County Probate Records, Index #10,237.

This conveyance is SUBJECT TO rights acquired by the White Mountain Power Company under condemnation proceedings.

page one

CARROLL COUNTY REGISTRY  
RECEIVED 21. M. July 23, 1971  
Pacey, Dealer

Warranty Deed, continued.

This conveyance is SUBJECT ALSO TO the following conditions, which shall be construed as covenants running with the land:

1. The land conveyed herein shall be used for public recreational purposes and shall be maintained forever in a wild and natural state. All cutting of timber and brush shall be consistent with good forestry practices and must be approved by the Conway Conservation Commission or the Town of Conway Selectmen.

2. Motor vehicles shall not be allowed on said property except for maintenance purposes.

3. Shooting with any weapon or firearm on or into said property shall not be allowed except under the supervision of a conservation officer.

4. Signs on the property shall be kept at a minimum and conform with accepted conservation practices.

5. The Grantor, Charles W. Whitaker, reserves to himself and his heirs the right to cut wood from said property, for domestic use only. All such cutting must be approved by the Conway Conservation Commission or the Town of Conway Selectmen. Charles W. Whitaker further reserves the right to remove from the granite quarry on said premises any granite stone that has been quarried prior to the date of this deed.

6. The North Conway Public Library shall have the right, at any time, upon the approval of the Conway Conservation Commission, or the Town of Conway Selectmen, to remove from the quarry on said property all the granite stone said Library may need for the purpose of constructing an addition to said Library. The North Conway Public Library, in its discretion, shall determine the price to be paid for any granite so removed from said quarry.

The Town of Conway shall exercise reasonable diligence in maintaining said conditions.

The Grantor does not warrant the boundary lines of said property. This conveyance is made subject to whatever facts an accurate survey of said property would show.

TOGETHER WITH all appurtenances thereto, including any and all rights of way leading to and from said property.

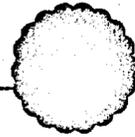
Grantor, Charles W. Whitaker, is a single man.

WITNESS my hand and seal this 15<sup>th</sup> day of July, 1971.

Witness:

[Signature]

Charles W. Whitaker



STATE OF NEW HAMPSHIRE  
CARROLL, SS.

July 15, 1971.

Then personally appeared Charles W. Whitaker and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

[Signature]  
Justice of the Peace - ~~Notary Public~~.

page two

UNITED STATES DEPARTMENT OF THE INTERIOR  
Heritage Conservation and Recreation Service  
Land and Water Conservation Fund Project Agreement

State <b>New Hampshire</b>	Project Number <b>33-00321</b>
Project Title <b>Whitaker Woods I (Bancroft Property)</b>	
Project Period <b>Date of Approval to 12/31/83</b>	Project Stage <b>Covered by this Agreement</b>

Project Scope (Description of Project)

This project will consist of the acquisition by the Town of Conway, New Hampshire of 36+ acres of undeveloped woodland in the vicinity of the village of North Conway, New Hampshire. Subject property adjoins the fund assisted town land known as Whitaker Woods recreation area (#33-00056) and is located south of Intervale Cross Road and bounded on the west by the Maine Central Railroad. Acquisition will be by means of a partial donation, in fee simple, with no rights or restrictions by the grantor.

<p>Project Cost</p> <p>Total Cost        \$ <u>30,384.00</u></p> <p>Fund Support not to exceed 50% Fund Amount        \$ <u>15,192.00</u></p> <p>Cost of this Stage        \$ <u>30,384.00</u></p> <p>Assistance this Stage        \$ <u>15,192.00</u></p>	<p>The following are hereby incorporated into this agreement:</p> <ol style="list-style-type: none"> <li>1. General Provisions (HCRS Manual)</li> <li>2. Project Application and Attachments. (Whitaker Woods I (Bancroft Property))</li> <li>3. _____</li> <li>4. _____</li> </ol>
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Bus Office

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By Katharine Shaw

New Hampshire

(Signature)

By [Signature]

(Signature)

Heritage Conservation and  
Recreation Service  
United States Department  
of the Interior

George Gilman, Commissioner  
(Name)

Date Dec 19, 1978

State Liaison Officer  
(Title)

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By Katherine Shaw

New Hampshire

(Signature)

By [Signature]

(Signature)

Heritage Conservation and  
Recreation Service  
United States Department  
of the Interior

George Gilman, Commissioner  
(Name)

Date Dec 19, 1978

State Liaison Officer  
(Title)

STATE OF NEW HAMPSHIRE  
Department of Resources and Economic Development  
Land and Water Conservation Fund

PROJECT AGREEMENT

Political Subdivision Town of Conway, NH	Project Number 33-00324
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Project Title Whitaker Woods I (Bancroft Property)

Project Period Date of Project Approval to December 31, 1983

Project Scope (Description of Project)

This project will consist of the acquisition by the Town of Conway, New Hampshire of 36+ acres of undeveloped woodland in the vicinity of the village of N. Conway, NH. Subject property adjoins the fund assisted town land known as Whitaker Woods recreation area (#33-00056) and is located south of Intervale Cross Road and bounded on the west by the Maine Central Railroad. Acquisition will be in fee simple with no rights or restrictions by the grantor; a partial donation is anticipated.

Project Stage Covered by this Agreement

Project Cost

Total Cost	\$ 27,400.00
Fund Support	50 %
Fund Amount	\$ 13,700.00
Cost of this Stage	\$ 27,400.00
Assistance this Stage	\$ 13,700.00

The following attachments are hereby incorporated into this agreement:

1. General Provisions (dated December, 1965 )
2. Statement of Assurances
3. Contract Requirements
4. Project Proposal
5. Whitaker Woods I (Bancroft Property)
6. \_\_\_\_\_

The State of New Hampshire, represented by the Commissioner, Department of Resources and Economic Development as the State Liaison Officer, and the project sponsor named above (hereinafter referred to as the Sponsor), mutually agrees to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as amended, and with the terms, promises, conditions, plans, specificating estimates, procedures, project proposals, maps, and assurances hereto and hereby made a Part hereof.

The State of New Hampshire hereby promises, in consideration of the promises made by the Sponsor herein, to obligate to the Sponsor the amount of money referred to above, and to tender to the Sponsor that portion of the obligation which is required to pay the State of New Hampshire's share of the costs of the above project stage, based upon the above percentage of assistance. The Sponsor hereby promises, in consideration of the promises made by the State of New Hampshire herein, to execute the project or project stage described above in accordance with the terms of this agreement.

The following special terms and conditions were added to this agreement before it was signed by the parties hereto:

This project agreement takes effect upon qualification and approval of this project proposal by the Bureau of Outdoor Recreation, and negotiation between the New Hampshire State Liaison Officer and the Director, Bureau of Outdoor Recreation, for the obligation of those federal matching Land and Water Conservation Fund monies allowed for this project.

The State of New Hampshire hereby promises to transfer to the Town of Conway all federal funds granted for eligible costs incurred in the execution of the above project. The State further promises and assures compliance with the agreement by the above mentioned Town.

This agreement is not subject to the provisions of section B.2(d) of the attached General Provisions dated December, 1965, nor to section D.4 thereof.

The State agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894, (1970) and the applicable regulations and procedures of the Department of the Interior implementing such Act.

Any reference to Bureau of Outdoor Recreation contained in the agreement or in any attachments incorporated thereto shall hereinafter be considered a reference to Heritage Conservation and Recreation Service

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

STATE OF NEW HAMPSHIRE

PROJECT SPONSOR

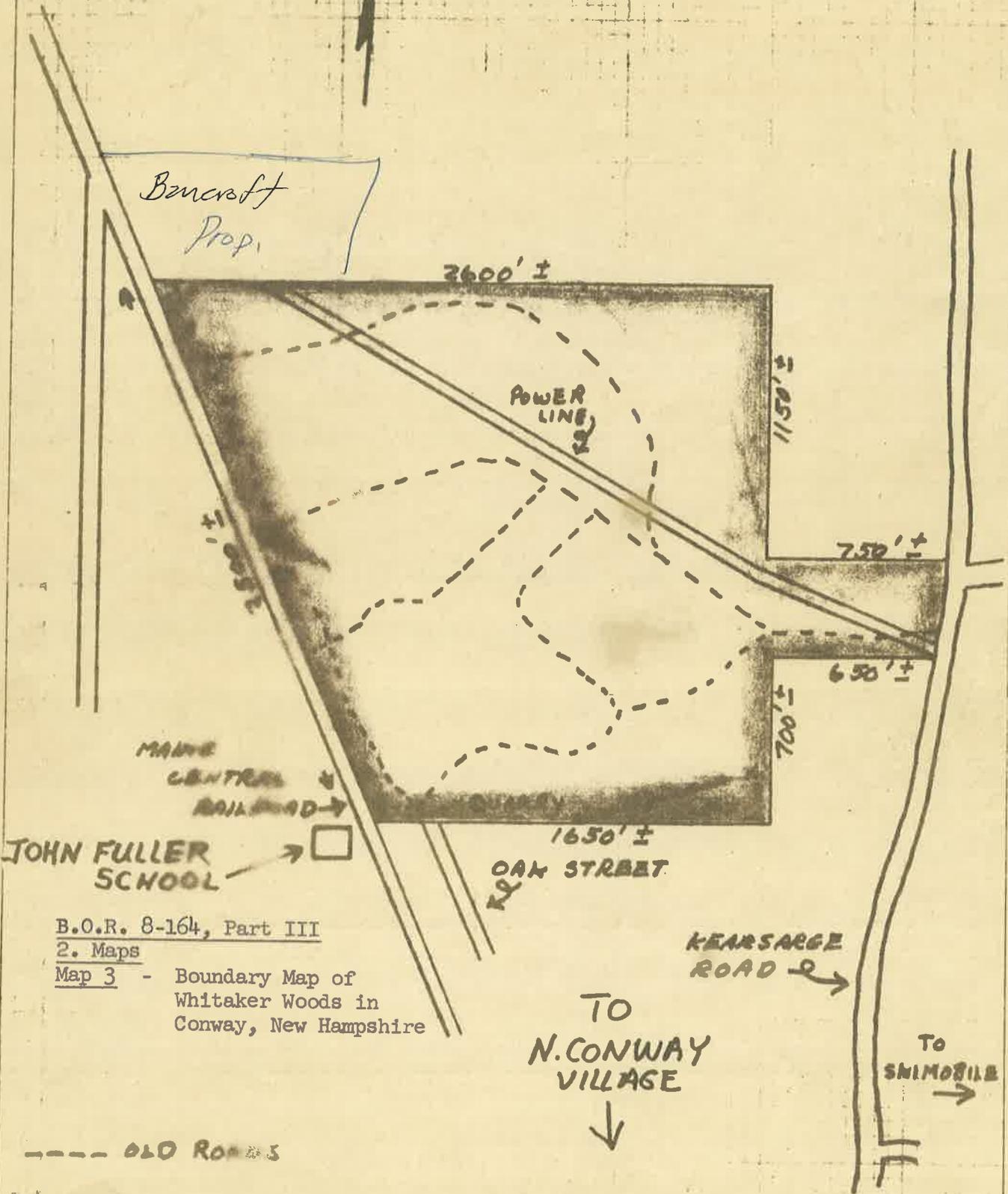
By [Signature]  
Commissioner, Department of Resources and Economic Development and State Liaison Officer to the Heritage Conservation and Recreation Service.

Political Subdivision  
[Signature]  
[Signature]  
James A. Haine

Date: January 15, 1979

#33-0056

PLOT PLAN



JOHN FULLER SCHOOL

B.O.R. 8-164, Part III  
2. Maps  
Map 3 - Boundary Map of  
Whitaker Woods in  
Conway, New Hampshire

TO  
N. CONWAY  
VILLAGE

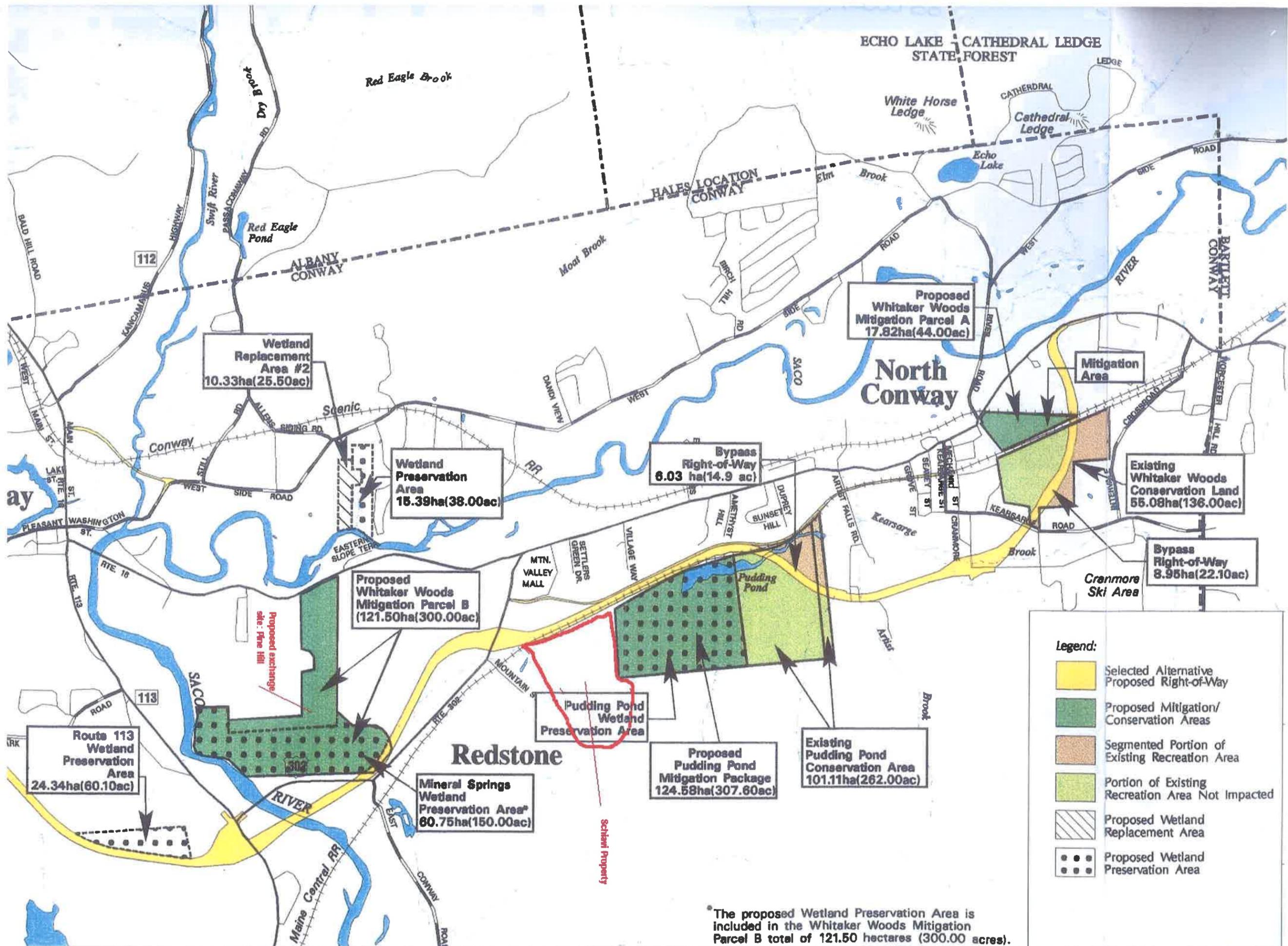
TO  
SHIMSBILE

--- OLD ROADS

WHITAKER - N. CONWAY

10/78

APPR. SCALE 1" = 600'



\*The proposed Wetland Preservation Area is included in the Whitaker Woods Mitigation Parcel B total of 121.50 hectares (300.00 acres).

UNITED STATES DEPARTMENT OF THE INTERIOR  
 Bureau of Outdoor Recreation  
 Land and Water Conservation Fund Project Agreement

State <b>NEW HAMPSHIRE</b>	Project Number <b>33-000 56</b>
Project Title <b>WHITAKER WOODS</b>	
Period Covered <b>From Date of Approval by this Agreement to 12/31/72</b>	Project Period <b>From Date of Approval to 12/31/72</b>
Project Scope (Description of Project)	

**This project will consist of the acquisition by the Town of Conway, Carroll County, New Hampshire of + 100 acres in North Conway, as further identified in the attached project proposal, by negotiation, in fee simple title by means of a warranty deed with restrictions, less a utility easement, as described in the project proposal.**

Project Stage Covered by this Agreement

**Entire Project**

<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Project Cost</td> </tr> <tr> <td style="width: 30%;">Total Cost</td> <td style="text-align: right;">\$ <u>40,000.00</u></td> </tr> <tr> <td>Fund Support</td> <td style="text-align: right;"><u>50</u> %</td> </tr> <tr> <td>Fund Amount</td> <td style="text-align: right;">\$ <u>20,000.00</u></td> </tr> <tr> <td>Cost of this Stage</td> <td style="text-align: right;">\$ <u>40,000.00</u></td> </tr> <tr> <td>Assistance this Stage</td> <td style="text-align: right;">\$ <u>20,000.00</u></td> </tr> </table>	Project Cost		Total Cost	\$ <u>40,000.00</u>	Fund Support	<u>50</u> %	Fund Amount	\$ <u>20,000.00</u>	Cost of this Stage	\$ <u>40,000.00</u>	Assistance this Stage	\$ <u>20,000.00</u>	<p>The following attachments are hereby incorporated into this agreement:</p> <ol style="list-style-type: none"> <li>1. General Provisions <b>dated December, 1965</b></li> <li>2. Project Proposal <b>"Whitaker Woods"</b></li> <li>3. _____</li> <li>4. _____</li> </ol>
Project Cost													
Total Cost	\$ <u>40,000.00</u>												
Fund Support	<u>50</u> %												
Fund Amount	\$ <u>20,000.00</u>												
Cost of this Stage	\$ <u>40,000.00</u>												
Assistance this Stage	\$ <u>20,000.00</u>												

The United States of America, represented by the Director, Bureau of Outdoor Recreation, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

The State of New Hampshire hereby promises to transfer to the Town of Conway all federal funds granted for eligible costs incurred in the execution of the above project. The State further promises and assures compliance with the agreement by the above mentioned Town.

This agreement is **not** subject to the provisions of section B.2(d) of the attached General Provisions dated December, 1965.

The State agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 84 Stat. 1894 (1970) and the applicable regulations and procedures of the Department of the Interior implementing such Act.

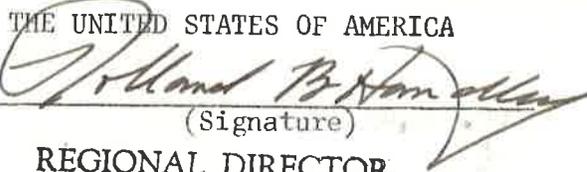
The provisions and requirements of the Bureau of Outdoor Recreation Grants-in-Aid Manual in regard to retroactivity are waived to the extent necessary to permit the review, approval, and completion of this agreement, per the Bureau of Outdoor Recreation (NERO) letter dated September 23, 1971.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By

  
(Signature)

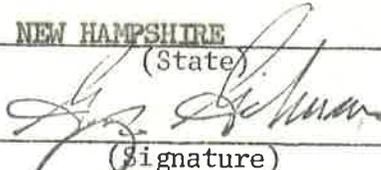
NEW HAMPSHIRE

(State)

REGIONAL DIRECTOR

(Title)

By

  
(Signature)

George Gilman

(Name)

Bureau of Outdoor Recreation  
United States Department of  
the Interior

Date

12/4/71

State Liaison Officer

(Title)

STATE OF NEW HAMPSHIRE  
 Department of Resources and Economic Development  
 Land and Water Conservation Fund

PROJECT AGREEMENT

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Town of Conway, New Hampshire Political Subdivision		Project Number <u>33-00056</u>
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Project Title	WHITAKER WOODS
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Period Covered From Date of Approval By This Agreement to 12/31/72		From Date of Approval Project Period to 12/31/72
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Project Scope (Description of Project)

This project will consist of the acquisition by the Town of Conway, Carroll County, New Hampshire of + 100 acres located in North Conway, as further identified in the attached project proposal, by negotiation, in fee simple title by means of a warranty deed with restrictions, less a utility easement, as described in the project proposal.

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Project Stage Covered by This Agreement

Entire Project

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Project Cost:

Total Cost	\$ <u>40,000.00</u>
Fund Support	<u>50%</u>
Fund Amount	\$ <u>20,000.00</u>
Cost of This Stage	\$ <u>10,000.00</u>
Assistance	
This Stage	\$ <u>20,000.00</u>

Attachments:

1. General Provisions  
(dated Dec., 1965)
2. Statement of Assurances
3. ~~Contract Requirements~~
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

*James Deas*  
*Chester B. Lucy*  
*McWilliam Jr.*

PROJECT AGREEMENT - 2

The State of New Hampshire, represented by the Commissioner, Department of Resources and Economic Development as the State Liaison Officer, and the project sponsor named above (hereinafter referred to as the Sponsor), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as amended, and with the terms, promises, conditions, plans, specifying estimates, procedures, project proposals, maps, and assurances hereto and hereby made a part hereof.

The State of New Hampshire hereby promises, in consideration of the promises made by the Sponsor herein, to obligate to the Sponsor the amount of money referred to above, and to tender to the Sponsor that portion of the obligation which is required to pay the State of New Hampshire's share of the costs of the above project stage, based upon the above percentage of assistance. The Sponsor hereby promises, in consideration of the promises made by the State of New Hampshire herein, to execute the project or project stage described above in accordance with the terms of this agreement.

The following special terms and conditions were added to this agreement before it was signed by the parties hereto:

This project agreement takes effect upon qualification and approval of this project proposal by the Bureau of Outdoor Recreation, and negotiation between the New Hampshire State Liaison Officer and the Director, Bureau of Outdoor Recreation, for the obligation of those federal matching Land and Water Conservation Fund monies allowed for this project.

The State of New Hampshire hereby promises to transfer to the Town of Conway all federal funds granted for eligible costs incurred in the execution of the above project. The State further promises and assures compliance with the agreement by the above mentioned Town.

This agreement is not subject to the provisions of section B.2(d) of the attached General Provisions dated December, 1965.

Also refer to the added special terms and conditions attached on the next page.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

STATE OF NEW HAMPSHIRE

By [Signature]  
Commissioner, Department of Resources and Economic Development and State Liaison Officer to the Bureau of Outdoor Recreation.

PROJECT SPONSOR

[Signature]  
Board of Selectmen, Town of Conway  
Agency or Organization

[Signature]  
Chairman or Chief Executive Officer

[Signature]  
Selectman

[Signature]  
Selectman

Date: November 3, 1971

PROJECT AGREEMENT - 3

The following special terms and conditions were added to the Whitaker Woods, Town of Conway agreement before it was signed by the parties hereto:

The State agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Stat. 1894 (1970) and the applicable regulations and procedures of the Department of the Interior implementing such Act.

The provisions and requirements of the Bureau of Outdoor Recreation Grants-in-Aid Manual in regard to retroactivity are waived to the extent necessary to permit the review, approval, and completion of this agreement, per Bureau of Outdoor Recreation (NERO) letter dated September 23, 1971.

# Drafted Deeds for Rec-Path Phase II

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

**MULTI-USE PATH EASEMENT AND AGREEMENT**  
**(Rec Path Phase 2 – Cranmore to Scenic Vista)**

KNOW ALL PERSONS BY THESE PRESENTS that **MT. CRANMORE CONDOMINIUM ASSOCIATION**, a New Hampshire voluntary corporation having a mailing address of PO Box 313, Intervale (03845) (the “**Grantor**”), for consideration being an absolute and unconditional gift, with warranty covenants, grants to the **TOWN OF CONWAY**, a New Hampshire municipal corporation with an address of 23 Main Street, PO Box 2680, Conway, New Hampshire (03818), (“**Town**” or “**Grantee**”), a right of access and easement in gross as described herein, for the purpose of establishing, maintaining, monitoring, using, and holding open for public use a non-motorized, multi-use recreational path (the “**Path Easement**”) over and across a portion of the Common Area of the property of Mt. Cranmore Condominiums (the “**Condominium**”), situate in the Town of Conway, Carroll County, in the State of New Hampshire (the “**Property**”), which Property was granted to the Condominium by and more fully described in the Declaration of Condominium of the Mt. Cranmore Condominiums, by Declarant Mt. Cranmore, Inc., dated November 19, 1987, and recorded with the Carroll County Registry of Deeds on December 4, 1987 at Book 1285, Page 157, and is more commonly known as Conway Tax Map 214, Parcel 86.

The Path Easement is more particularly described and defined as follows:

1. Purpose. The Path Easement is granted generally to facilitate the development, use and maintenance of graded, paved recreational and alternative transportation path on and over the Property for the solitary purpose of allowing certain outdoor recreational activity by the general public, as defined by NH RSA 212:34 (the “**NH Recreational Use Statute**”), but more specifically limited as outlined herein to bicycling, hiking, running, walking, and any other non-motorized human-powered recreational pursuit (and specifically excluding horseback riding, hunting, trapping, OHRV, snowmobiling, or other motorized recreational use, and fuel wood or other natural resource removal). Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of the New Hampshire Recreational Use Statute, and such statute is incorporated as if fully outlined herein, and neither access

allowed hereby, nor any action taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor, or of its Board, condominium members, or their respective mortgagees, successors or assigns.

As such, the Easement hereby granted is pursuant to NH RSA 477:45-47 and NH RSA 79-C:3, exclusively for the following Conservation Purposes:

- A. The protection and conservation of open spaces for the scenic enjoyment of the general public.
- B. The preservation of land for outdoor recreation by, or for the education of, the general public whereas:
  - (1) The general public has the regular opportunity for access to and use of the land for pedestrian and bicycling purposes; and
  - (2) The land has conservation and recreational values which make it attractive for public use.
- C. The prevention of any land uses or practices thereof that will significantly impair or interfere with the recreation and conservation values of the protected property.

The above Conservation Purposes are also consistent 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, conserving the land, water, forest, agricultural and wildlife resources.

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

2. Location of Path. The Town and/or its contractor or designee, which may include without limitation the Mount Washington Valley Trails Association, a New Hampshire non-profit corporation with a mailing address of 2935 White Mountain Highway, North Conway, NH (03860) ("MWVTA"), shall have the right to develop, maintain, and hold open to the public for use, a ten foot wide, graded and paved Path (the "Path") on the Property within the Path Easement, as described herein and in the location shown on a plan entitled "*Design Drawings for the MWVTA Multi-Use Pathway Phase II located in and prepared for the Town of Conway, New Hampshire*", created by HEB Engineers and dated July 19, 2024 or as amended (the "Design Plans"), which Design Plans shall be recorded contemporaneously herewith.
3. Path Easement. The Town and its designee shall further have the right to access and non-exclusive use of a strip of land as shown on the Design Plans for the purpose of the development, use, monitoring, and maintenance of the Path (the "Easement Strip"). Generally, the Easement Strip is fifteen feet (15') wide immediately adjacent to and as it

runs along the Town's right of way for Old Bartlett Road, and then widens slightly as the Path turns Northwesterly and Westerly and exits the Grantor's property. The Town's rights within the Easement Strip shall include, without limitation, the right to: remove vegetation, whether to remove encroachment, for viewshed or otherwise; add vegetation; install drainage, waterbars, puncheons, culverts, or berms; fill, slope or rock-armour Path sections; install and maintain Path features; install and maintain directional and other signage, with the reasonable consent of Grantor; and undertake other improvements for Path stabilization or Path enhancement purposes. Grantor's written approval shall be required before any signs (directional or otherwise) are placed on or near the Path Easement. Grantor approval shall not be unreasonably withheld so long as the sign is in keeping with the residential appearance of the Association. The Town shall have the right to use insured agents, employees, volunteers, contractors, or third-parties to perform such work. The Town and/or MWVTA shall establish the Path and maintain the Easement Strip and general Path corridor with special regard to the visual appearance of the land and shall treat the land with respect and care. Motorized access and activity within the easement shall be limited to the Town, MWVTA, or its designated agent, and shall be limited to such access as reasonably necessary for the creation and maintenance of the Path, and/or emergency vehicles. The Town and/or MWVTA shall repair and restore any portion of the Grantor's property outside of the easement strip which is damaged or otherwise disturbed during the course of Path use, or maintenance.

4. Screening. In addition to the obligations above, as desired and requested by the Grantor, the Town and MWVTA shall install and maintain an appropriate and reasonable vegetative screening on the westerly side of the Path between the Path and the Grantor's westerly condominium units and their parking lots (Units 76-88). Grantor shall be consulted as to the type of vegetative screening used prior to any plantings being installed.
5. Winter Use. The Town and MWVTA understand that based upon the location of the Easement and Path, during the winter months, portions of the Easement and Path may be used for parking lot snow storage. If this occurs, the Path may be required to be closed to use during times of snow storage. Grantor, Town, and MWVTA will work to appropriately communicate the closure to potential users and the public.
6. Change of Location. The Town shall further have the right to relocate the Path and corresponding Easement Strip within the Property based upon changing recreational, ecological or sustainability factors, with the prior assent of the Grantors (or their successors), such assent not to be unreasonably withheld, and subject to any rights and interests then of record at the time of the Town's request for relocation. Grantor shall have the right to reasonably relocate the Path and corresponding Easement Strip for the benefit of its owners, with the assent of Town, such assent not to be reasonably withheld. Upon siting or relocation of the Path, the Town shall cause a plan showing the new location of the Path and Easement Strip to be recorded with the appropriate Registry of Deeds.

- 
7. Public Use Provision. The Town shall have the right and obligation to grant reasonable license or permission to the public over the Path for outdoor recreational activity, as limited below. Such public use shall be limited to non-motorized outdoor recreational activities as defined by NH RSA 212:34, and further limited from the definition provided therein such that no motorized recreational activity, snowmobiling, horseback riding, camping, trapping, hunting, or fuel wood (or other natural resource) removal shall occur on the Path or environs. Bicycling, running, hiking, walking, and sightseeing shall specifically be permitted. Despite the limitations above, the Town shall allow the public to use electric wheelchairs on the Path, and may, in its discretion, allow Class I E-bikes. Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of NH RSA 212:34, the New Hampshire Recreational Use Statute, and such statute is incorporated as if fully outlined herein, and neither access allowed hereby, by the Town or the public, nor any action of the Town taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor. The public shall have no right of access except as outlined herein, on the Path itself, and as licensed and permitted by the Town. The Town shall have the right to preclude public access to the Path at any time for any reason, including without limitation for creation and maintenance of the Path, or in conditions where public access could adversely affect the Path or other ecological concerns. Both Grantor and the Town shall have the right and obligation to take reasonable steps to limit public use of the Path to the activities outlined herein, and as permitted and licensed by the Town.
8. To the fullest extent permitted by law, the Town and its successors, assigns, agents, employees, contractors, and designees (including, without limitation, the Mount Washington Valley Trails Association) (collectively, the "Indemnifying Parties") shall indemnify, defend, and hold harmless the Grantor, its Board of Directors, condominium members, mortgagees, successors, assigns, officers, agents, and employees (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, costs, expenses (including reasonable attorneys' fees), suits, actions, causes of action, or judgments of any nature whatsoever arising from, related to, or in connection with the use, operation, maintenance, repair, improvement, or existence of the Path Easement, including but not limited to any claims for bodily injury, death, or property damage asserted by third parties. This indemnification obligation shall extend to claims arising from the acts or omissions of the public, including all users of the Path Easement, and shall further include, without limitation, claims resulting from the presence, condition, or design of the Path and any improvements thereto, as well as claims related to winter maintenance, snow storage, or temporary closure of the Path. Nothing herein shall be construed as waiving the immunities and liability limitations available to the Town or the Grantor under New Hampshire law, including but not limited to the provisions of NH RSA 212:34 (the "New Hampshire Recreational Use Statute"). However, the Indemnifying Parties shall indemnify, defend, and hold harmless the Indemnified Parties from any claims under RSA 212:34, V. The obligations of this section shall survive the

termination, expiration, or revocation of this Easement.

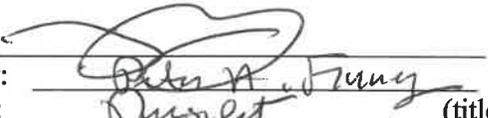
9. Quiet Enjoyment. The rights conveyed by this Easement are subject to those rights of record and include the full, free and quiet use and control by of the Easement Strip, provided, however, the Grantor may use the Path Easement if such use does not materially interfere with the rights herein conveyed. The Grantor shall not undertake or allow to be undertaken by its contractors, subcontractors, agents, tenants, heirs, or assigns any act or action which will materially degrade or diminish the value or investment of the Town and MWVTA in and to the Path Easement conveyed hereby, or undertake any activity which degrades the recreational or conservation value of the Easement Strip or Path, including without limitation any excavation, construction, or commercial harvesting, logging or mining within the Easement Strip. The Grantor or its successors and assigns shall be responsible at their expense for repairs to the Path Easement when caused by actions taken by the Grantor, or its contractors, subcontractors, agents, tenants, successors, or assigns.
10. Transferability. The benefits of this Path Easement shall not be appurtenant to any parcel of land but shall be in gross, and shall be assignable or transferable only with the assent of the Grantor, and only to the MWVTA or a foundation or charitable organization which is organized and is operated exclusively for the purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1986 as from time to time amended, for the sole purpose of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute, or to Grantor itself. No such transfer shall take place without prior written approval of the Grantor, such approval not to be unreasonably withheld. The burden of the Path Easement conveyed hereby shall run with the property of Grantor and shall be enforceable against all future owners and tenants in perpetuity; provided, however, that if the holder of the Easement ceases to exist, this Path Easement shall automatically be transferred back to the Town of Conway for the purposes of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute.
11. Authority. The grant of this Easement is made pursuant to Article III of the Declaration and RSA 356-B:42, II, which specifically allows the Board of Directors of the Association to grant easements, including public access easements, over the Common Area. The undersigned President of the Board of Directors represents and warrants that the Board has authorized this grant, and authorized him to execute this Easement on behalf of the Board of Directors.

WITNESS my hand and seal this 18 day of April, 2025

WITNESS my hand and seal this 18 day of April, 2025

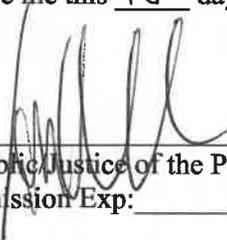
Grantor,  
**MT. CRANMORE CONDOMINIUM  
ASSOCIATION,  
By Its Board of Directors:**

Witness 

By:   
Its: President (title)  
DULY AUTHORIZED

STATE/Commonwealth of MA  
COUNTY OF Plymouth

Personally appeared the above named, Peter A Finney, and  
acknowledged the foregoing instrument as his/her voluntary act and deed, and acknowledged and  
affirmed the authority to act on behalf of Grantor, before me this 18 day of  
April, 2025.

  
Notary Public, Justice of the Peace  
My Commission Exp: 4-14-28



Accepted:

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Grantee,  
**TOWN OF CONWAY,**  
By its Board of Selectmen,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By its Chair, Mary Carey Seavey,  
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, , and acknowledged the foregoing instrument as the voluntary act and deed of MARY CAREY SEAVEY, and acknowledged and affirmed the authority to act on behalf of Grantee, before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Exp: \_\_\_\_\_

\_\_\_\_\_

WITNESS my hand and seal this 27<sup>th</sup> day of May, 2025.

[Signature]  
Witness

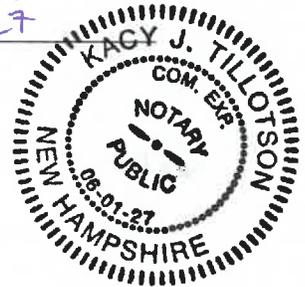
**MOUNT WASHINGTON VALLEY TRAILS ASSOCIATION**

[Signature]  
Christopher T. Meier, President

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named Christopher T. Meier, and acknowledged the foregoing instrument as the Mount Washington Valley Trails Association's voluntary act and deed, and acknowledged and affirmed the authority to act on behalf of grantor, before me this 27<sup>th</sup> day of May, 2025.

[Signature]  
Notary Public/Justice of the Peace  
My Commission Exp: 6/1/27



SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

**MULTI-USE PATH EASEMENT AND AGREEMENT  
(Rec Path Phase 2 – Cranmore to Scenic Vista)**

KNOW ALL PERSONS BY THESE PRESENTS that **KEARSARGE BROOK CONDOMINIUMS AT CRANMORE UNIT OWNERS ASSOCIATION**, with a mailing address of 239 Skimobile Road, PO Box 1640, North Conway, County of Carroll, State of New Hampshire (03860) (hereinafter referred to as the “**Grantor**”), for consideration being an absolute and unconditional gift, with warranty covenants, grants to the **TOWN OF CONWAY**, a New Hampshire municipal corporation with an address of 23 Main Street, PO Box 2680, Conway, New Hampshire (03818), (“**Town**” or “**Grantee**”), a right of access and easement in gross as described herein, for the purpose of establishing, maintaining, monitoring, using, and holding open for public use a non-motorized, multi-use recreational path (the “**Path Easement**”) over and across a portion of the Common Area of the property of Kearsarge Brook Condominiums at Cranmore (the “**Condominium**”), situate in the Town of Conway, Carroll County, in the State of New Hampshire (the “**Property**”), which Property was granted to the Condominium by and more fully described in the Declaration of Kearsarge Brook Condominiums at Cranmore by Declarant CMR Properties, LLC, dated October 18, 2017, and recorded with the Carroll County Registry of Deeds on November 6, 2017 at Book 3359, Page 473, and is more commonly known as Conway Tax Map 214, Parcel 84.1.

The Path Easement is more particularly described and defined as follows:

1. Purpose. The Path Easement is granted generally to facilitate the development, use and maintenance of graded, paved recreational and alternative transportation path on and over the Property for the solitary purpose of allowing certain outdoor recreational activity by the general public, as defined by NH RSA 212:34 (the “**NH Recreational Use Statute**”), but more specifically limited as outlined herein to bicycling, hiking, running, walking, and any other non-motorized human-powered recreational pursuit (and specifically excluding horseback riding, hunting, trapping, OHRV, snowmobiling, or other motorized recreational use, and fuel wood or other natural resource removal). Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of the New Hampshire Recreational Use Statute,

and such statute is incorporated as if fully outlined herein, and neither access allowed hereby, nor any action taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor, or of its Board, condominium members, or their respective mortgagees, successors or assigns.

As such, the Easement hereby granted is pursuant to NH RSA 477:45-47 and NH RSA 79-C:3, exclusively for the following Conservation Purposes:

- A. The protection and conservation of open spaces for the scenic enjoyment of the general public.
- B. The preservation of land for outdoor recreation by, or for the education of, the general public whereas:
  - (1) The general public has the regular opportunity for access to and use of the land for pedestrian and bicycling purposes; and
  - (2) The land has conservation and recreational values which make it attractive for public use.
- C. The prevention of any land uses or practices thereof that will significantly impair or interfere with the recreation and conservation values of the protected property.

The above Conservation Purposes are also consistent 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, conserving the land, water, forest, agricultural and wildlife resources.

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

- 2. **Location of Path.** The Town and/or its contractor or designee, which may include without limitation the Mount Washington Valley Trails Association, a New Hampshire non-profit corporation with a mailing address of 2935 White Mountain Highway, North Conway, NH (03860) ("MWVTA"), shall have the right to develop, maintain, and hold open to the public for use, a ten foot wide, graded and paved Path (the "**Path**") on the Property within the Path Easement, as described herein and in the location shown on a plan entitled "*Design Drawings for the MWVTA Multi-Use Pathway Phase II located in and prepared for the Town of Conway, New Hampshire*", created by HEB Engineers and dated July 19, 2024 or as amended (the "**Design Plans**"), which Design Plans shall be recorded contemporaneously herewith.
- 3. **Path Easement.** The Town and its designee shall further have the right to access and use of a fifty foot (50') wide strip of land, the boundaries of which shall extend twenty-five feet (25') from and parallel to the center-line of the Path, as shown on the Design Plans, for the

purpose of the development, use, monitoring, and maintenance of the Path (the “**Easement Strip**”). The Town’s rights within the Easement Strip shall include, without limitation, the right to: remove vegetation, whether to remove encroachment, for viewshed or otherwise; add vegetation; install bridges, boardwalks, drainage, waterbars, puncheons, culverts, steps, stairs, or berms; fill, slope or rock-armor Path sections; install and maintain Path features; install and maintain directional and other signage; and undertake other improvements for Path stabilization or Path enhancement purposes. The Town shall have the right to use agents, employees, volunteers, contractors, or third-parties to perform such work. The Town and/or MWVTA shall establish the Path and maintain the Easement Strip and general Path corridor with special regard to the visual appearance of the land and shall treat the land with respect and care. Motorized access and activity within the easement shall be limited to the Town, MWVTA, or its designated agent, and shall be limited to such access as reasonably necessary for the creation and maintenance of the Path, and/or emergency vehicles. The Town and/or MWVTA shall repair and restore any portion of the Grantor’s property outside of the easement strip which is damaged or otherwise disturbed during the course of Path use, or maintenance.

4. Change of Location. The Town shall have the right to relocate the Path from its initial sited location within its corresponding Easement Strip for any reason at any time. The Town shall further have the right to relocate the Path and corresponding Easement Strip within the Property based upon changing recreational, ecological or sustainability factors, with the prior assent of the Grantors (or their successors), such assent not to be unreasonably withheld, and subject to any rights and interests then of record at the time of the Town’s request for relocation. Grantor shall have the right to reasonably relocate the Path and corresponding Easement Strip for the benefit of its owners, with the assent of Town, such assent not to be reasonably withheld. Upon siting or relocation of the Path, the Town shall cause a plan showing the new location of the Path and Easement Strip to be recorded with the appropriate Registry of Deeds.
  
5. Public Use Provision. The Town shall have the right and obligation to grant reasonable license or permission to the public over the Path for outdoor recreational activity, as limited below. Such public use shall be limited to non-motorized outdoor recreational activities as defined by NH RSA 212:34, and further limited from the definition provided therein such that no motorized recreational activity, snowmobiling, horseback riding, camping, trapping, hunting, or fuel wood (or other natural resource) removal shall occur on the Path or environs. Bicycling, running, hiking, walking, and sightseeing shall specifically be permitted. Despite the limitations above, the Town shall allow the public to use electric wheelchairs on the Path, and may, in its discretion, allow Class I E-bikes. Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of NH RSA 212:34, the New Hampshire Recreational Use Statute, and such statute is incorporated as if fully outlined herein, and neither access allowed hereby, by the Town or the public, nor any action of the Town taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor. The public shall have no right of access except as outlined herein, on the

Path itself, and as licensed and permitted by the Town. The Town shall have the right to preclude public access to the Path at any time for any reason, including without limitation for creation and maintenance of the Path, or in conditions where public access could adversely affect the Path or other ecological concerns. Both Grantor and the Town shall have the right and obligation to take reasonable steps to limit public use of the Path to the activities outlined herein, and as permitted and licensed by the Town.

6. Quiet Enjoyment. The rights conveyed by this Easement are subject to those rights of record and include the full, free and quiet use and control by of the Easement Strip, provided, however, the Grantor may use the Path Easement if such use does not materially interfere with the rights herein conveyed. The Grantor shall not undertake or allow to be undertaken by its contractors, subcontractors, agents, tenants, heirs, or assigns any act or action which will materially degrade or diminish the value or investment of the Town and MWVTA in and to the Path Easement conveyed hereby, or undertake any activity which degrades the recreational or conservation value of the Easement Strip or Path, including without limitation any excavation, construction, or commercial harvesting, logging or mining within the Easement Strip. The Grantor or its successors and assigns shall be responsible at their expense for repairs to the Path Easement when caused by actions taken by the Grantor, or its contractors, subcontractors, agents, tenants, successors, or assigns.
7. Winter Use. The Town and MWVTA understand that based upon the location of the Easement and Path, during the winter months, portions of the Easement and Path may be used for parking lot snow storage. If this occurs, the Path may be required to be closed to use during times of snow storage. Grantor, Town, and MWVTA will work to appropriately communicate the closure to potential users and the public.
8. Transferability. The benefits of this Path Easement shall not be appurtenant to any parcel of land but shall be in gross, and shall be assignable or transferable only to MWVTA, or a foundation or charitable organization which is organized and is operated exclusively for the purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1986 as from time to time amended, for the sole purpose of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute, or to Grantor itself. No such transfer shall take place without prior written approval of the Grantor, such approval not to be unreasonably withheld. The burden of the Path Easement conveyed hereby shall run with the property of Grantor and shall be enforceable against all future owners and tenants in perpetuity; provided, however, that if the holder of the Easement ceases to exist, this Path Easement shall automatically be transferred back to the Town of Conway for the purposes of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute.
9. Hold Harmless. The Town and MWVTA shall defend, indemnify and hold harmless the Grantor, its tenants, successors, or assigns from any and all claims, causes of action, assessments, or liability whatsoever arising out of or relating to the Town's exercise of its

rights or performance of its obligations under this instrument, or use of the Path by the public across property of the Grantor.

10. Insurance. For as long as the Path Easement is in effect, MWVTA, its successors and assigns, shall carry and maintain in full force and effect, at its sole cost and expense, commercial general liability insurance on an ISO standard form or its equivalent with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000 for bodily injury, including death or property damage.

11. Authority. The grant of this Easement is made pursuant to Section 8.2 of the Declaration and RSA 356-B:42, II, which specifically allows the Board of Directors of the Association to grant easements, including public access easements, over the Common Area. The undersigned President of the Board of Directors represents and warrants that the Board has authorized this grant, and authorized him to execute this Easement on behalf of the Board of Directors.

WITNESS my hand and seal this 24<sup>th</sup> day of December, 2024

Grantor,  
**KEARSARGE BROOK CONDOMINIUMS AT  
CRANMORE UNIT OWNERS ASSOCIATION**  
By Its Board of Directors:

Suzanne Doucet  
Witness

Jonathan L. Zalesky  
By: Jonathan L. Zalesky  
Its: President (title)  
DULY AUTHORIZED

STATE/Commonwealth of New Hampshire  
COUNTY OF Carroll

Personally appeared the above named, Jonathan Zalesky, and acknowledged the foregoing instrument as his/her voluntary act and deed, and acknowledged and affirmed the authority to act on behalf of Grantor, before me this 24<sup>th</sup> day of December, 2024.



Suzanne Doucet  
Notary Public/Justice of the Peace  
My Commission Exp: \_\_\_\_\_

Accepted:

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Grantee,  
**TOWN OF CONWAY,**  
By its Board of Selectmen,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By its Chair, Mary Carey Seavey,  
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, , and acknowledged the foregoing instrument as the voluntary act and deed of MARY CAREY SEAVEY, and acknowledged and affirmed the authority to act on behalf of Grantee, before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Exp: \_\_\_\_\_

WITNESS my hand and seal this 27<sup>th</sup> day of MAY, 2025.

**MOUNT WASHINGTON VALLEY TRAILS  
ASSOCIATION**

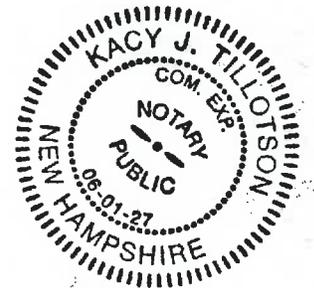
[Handwritten Signature]  
Witness

[Handwritten Signature]  
Christopher T. Meier, President

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, , and acknowledged the foregoing instrument as the Mount Washington Valley Trails Association's voluntary act and deed, and acknowledged and affirmed the authority to act on behalf of grantor, before me this 27<sup>th</sup> day of May, 2025.

[Handwritten Signature]  
Notary Public/Justice of the Peace  
My Commission Exp: 6/1/27



SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

**ACCESS ROAD AND MULTI-USE PATH  
EASEMENT AND AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the

**NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.**, a New Hampshire consumer cooperative having a mailing address of 579 Tenney Mountain Highway, Plymouth, New Hampshire (03264-3154) (the “**Grantor**”), for consideration as outlined herein, with warranty covenants, grants to the

**TOWN OF CONWAY**, a New Hampshire municipal corporation with an address of 23 Main Street, PO Box 2680, Conway, New Hampshire (03818), (“**Town**” or “**Grantee**”), a right of access and easement in gross as described herein (the “**Easement**”), over and across a portion of property situate in the Town of Conway, Carroll County, in the State of New Hampshire, as more particularly described as “White Mountain Power Substation, Tract 14, Fee Simple” (“**Fee Property**”) and “100-Foot Easement to White Mt. Power” (“**Easement Property**”)(Easement Property and Fee Property collectively referred to herein as “**Property**”) in the NH Public Utilities Commission Petition D-E 4276, Feb. 28, 1964, and taken by eminent domain, Order # 8354, March 25, 1965, recorded in the Carroll County Registry of Deeds (the “**Registry**”) on May 6, 1965 at Book 388, Page 551; all of which is shown on a plan entitled Proposed 5-Lot Subdivision [of] Property of Pumpkin Pine Realty Trust located on Whitaker Lane and Old Bartlett Road, Conway, New Hampshire, by Thorne Survey LLC, and recorded in the Registry on March 3, 2020 at Plan Book 242, Page 73, to allow the Town to develop and maintain a paved, graded access road within the Easement to allow Grantor to repair, maintain, rebuild, operate, patrol, and/or remove electric transmission and/or distribution lines, and which Access Road the Town may maintain, use, and hold open for public as a part of its non-motorized, multi-use recreation and alternative transportation path (the “**Access Road/Path**” or “**Path**”) when not in active use by Grantor, as more particularly located, described, and defined as follows:

1. Purpose. The Easement is granted, by Grantor, generally to facilitate the development,

use and maintenance of the Access Road/Path, a graded, paved access road and recreational and alternative transportation path, on and over the Property. The Access Road/Path shall be used for the dual purpose of facilitating the Grantor's use of the Property, including, without limitation, construction, reconstruction, repair, replacement, maintenance, operation, patrol, inspection, and/or removal of its electric transmission and/or distribution lines on the Property, and also allowing entry upon and use of the Access Road/Path by the general public strictly for certain Outdoor recreational activity, as defined by NH RSA 212:34 (the "**NH Recreational Use Statute**"), but more specifically limited as outlined herein to bicycling, hiking, running, walking, and any other non-motorized human-powered recreational pursuit (and specifically excluding horseback riding, hunting, trapping, OHRV, snowmobiling, or other motorized recreational use, and fuel wood or other natural resource removal). Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of the New Hampshire Recreational Use Statute, and such statute is incorporated as if fully outlined herein, and neither access allowed hereby, nor any action taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor, or of its Board, or their respective mortgagees, successors or assigns.

2. Location of Path. The Town and/or its contractor or designee, which may include without limitation the Mount Washington Valley Trails Association, a New Hampshire non-profit corporation with a mailing address of 2935 White Mountain Highway, North Conway, NH (03860) ("**MWVTA**"), shall have the right to develop, maintain, and hold open to the public for use, a ten foot wide, graded and paved Access Road/Path on the Property within the Path Easement, as described herein and in the location shown on a plan entitled "*Design Drawings for the MWVTA Multi-Use Pathway Phase II located in and prepared for the Town of Conway, New Hampshire*", created by HEB Engineers and dated July 19, 2024 (the "**Design Plans**"), which Design Plans shall be recorded contemporaneously herewith.
3. Path Easement. The Town and its designee shall further have the right to access and non-exclusive use of a thirty foot (30') wide strip of land, the boundaries of which shall extend fifteen feet (15') from and parallel to the center-line of the Path, as shown on the Design Plans, for the purpose of the development, use, monitoring, and maintenance of the Access Road/Path (the "**Easement Strip**"). The Town's rights within the Easement Strip shall include, without limitation, the right to: remove vegetation; install bridges, boardwalks, drainage, waterbars, puncheons, culverts, or berms; fill, slope or rock-armor Path sections; install and maintain Path features; install and maintain directional and other signage; and undertake other improvements for Path stabilization or Path enhancement purposes. The Town shall have the right to use agents, employees, volunteers, contractors, or third-parties to perform such work. The Town and/or MWVTA shall establish the Path and maintain the Easement Strip and general Path corridor with special regard to the visual appearance of the land and shall treat the land

with respect and care. Motorized access and activity within the easement shall be limited to the Town, MWVTA, or its designated agent, and shall be limited to such access as reasonably necessary for the creation and maintenance of the Path, and/or emergency vehicles. The Town and/or MWVTA shall repair and restore any portion of the Property which is damaged or otherwise disturbed during the course of Path construction, use, or maintenance.

4. Change of Location. Within the Easement, the Town shall have the right to relocate the Path from its initial sited location upon changing recreational, ecological or sustainability factors, with the prior written consent of the Grantor (or its successors), such consent not to be unreasonably withheld, and subject to any rights and interests then of record at the time of the Town's request for relocation. Grantor shall have the right to reasonably relocate the Path and corresponding Easement Strip for its benefit and in its sole discretion. Upon siting or relocation of the Path, the Town shall cause a plan showing the new location of the Path and Easement Strip to be recorded with the appropriate Registry of Deeds.
  
5. Public Use Provision. The Town shall have the right and obligation to grant reasonable license or permission to the public over the Path for Outdoor recreational activity, as limited below. Such public use shall be limited to non-motorized Outdoor recreational activities as defined by NH RSA 212:34, and further limited from the definition provided therein such that no motorized recreational activity, snowmobiling, horseback riding, camping, trapping, hunting, or fuel wood (or other natural resource) removal shall occur on the Path or environs. Bicycling, running, hiking, walking, and sightseeing shall specifically be permitted. Despite the limitations above, the Town shall allow the public to use electric wheelchairs on the Path, and may, in its discretion, allow Class I E-bikes. Notwithstanding any provision herein to the contrary, the use and access permitted hereby is specifically granted pursuant to, and limited by, the provisions of NH RSA 212:34, the New Hampshire Recreational Use Statute, and such statute is incorporated as if fully outlined herein, and neither access allowed hereby, by the Town or the public, nor any action of the Town taken hereunder, shall be inconsistent with the provisions of such statute limiting the liability and duty of Grantor. The public shall have no right of access except as outlined herein, on the Path itself, and as licensed and permitted by the Town. The Town or Grantor shall have the right to preclude public access to the Path at any time for any reason, including without limitation for creation and maintenance of the Path, the use of the Path by the Grantor, or in conditions where public access could adversely affect the Path or other ecological concerns. Both Grantor and the Town shall have the right and obligation to take reasonable steps to limit public use of the Path to the activities outlined herein, and as permitted and licensed by the Town.
  
6. Quiet Enjoyment. The Grantor shall continue to enjoy use of the Property for any purpose not adverse to the rights of the Grantee. The Grantor shall not be prohibited from entering upon or using the Easement or Access Road/Path. The Grantor agrees to refrain,

to the extent commercially reasonable, from intentionally taking any act or action, which will materially degrade or diminish the value or investment of the Town and MWVTA in and to the Path.

7. Transferability. The benefits of this Path Easement shall not be appurtenant to any parcel of land but shall be in gross, and shall be assignable or transferable only to MWVTA, or a foundation or charitable organization which is organized and is operated exclusively for the purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1986 as from time to time amended, and for the sole purpose of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute, or to Grantor itself. No such transfer shall take place without prior written approval of the Grantor, such approval not to be unreasonably withheld. The burden of the Path Easement conveyed hereby shall run with the property of Grantor and shall be enforceable against all future owners and tenants in perpetuity; provided, however, that if the holder of the Easement ceases to exist, this Path Easement shall automatically be transferred back to the Town of Conway for the purposes of maintaining a non-motorized multi-use path for outdoor recreational activity by the general public, as defined by the NH Recreational Use Statute.
8. Authority. The undersigned represents and warrants that he/she has full authority to execute this document on behalf of the Grantor.

[SIGNATURE PAGES FOLLOW]

WITNESS my hand and seal this 14 day of April, 2025.

Grantor,  
NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.,

Joshua J. Mazzei

Sean Donovan  
Witness

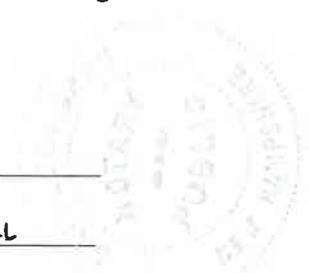
By: JOSHUA J. MAZZEI  
Its: VP of Operations(title)  
DULY AUTHORIZED

STATE OF New Hampshire  
COUNTY OF Grafton

Personally appeared the above named, Joshua J Mazzei, and  
acknowledged the foregoing instrument as his/her voluntary act and deed, and acknowledged and  
affirmed the authority to act on behalf of Grantor, before me this 14th day of  
April, 2025.

**KATHLEEN GRAD**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
November 10, 2026

Kathleen Grad  
Notary Public/Justice of the Peace  
My Commission Exp: 11/10/2026



Accepted:

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

Grantee,  
**TOWN OF CONWAY,**  
By its Board of Selectmen,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By its Chair, Mary Carey Seavey,  
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, , and acknowledged the foregoing instrument as the voluntary act and deed of MARY CAREY SEAVEY, and acknowledged and affirmed the authority to act on behalf of Grantee, before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Exp: \_\_\_\_\_

WITNESS my hand and seal this 27<sup>th</sup> day of May, 2025.

Kht L. BA  
Witness

**MOUNT WASHINGTON VALLEY TRAILS ASSOCIATION**  
Om  
Christopher T. Meier, President

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named Christopher T. Meier, and acknowledged the foregoing instrument as the Mount Washington Valley Trails Association's voluntary act and deed, and acknowledged and affirmed the authority to act on behalf of grantor, before me this 27<sup>th</sup> day of May, 2025.

Kacy J. Tilgson  
Notary Public/Justice of the Peace  
My Commission Exp: 06/1/27

