

## USAGE AGREEMENT

- 1) This agreement between the Grinnell Family, hereinafter known as the "Owner", and the Town of Washington, hereinafter known as the "Town", establishes the responsibilities, rights, conditions, and prohibitions in addition to those granted by the easement deed between the Owner and the Town.
- 2) Trail designation. The Grinnell Wood Trail is a 25 foot recreational easement, the center of which is delineated by a GPS survey and plan conducted and prepared by Coffin Engineering and recorded at the Knox County Registry of Deeds in Book \_\_xx\_ and Page \_\_xx\_\_, and by the easement deed also recorded at the Knox County Registry of Deeds Book \_\_xx\_ and Page \_\_xx\_\_. The actual trail may deviate within the easement to meet conditions caused by wet conditions, downed trees, or any other recreational impediment. The Town, in conjunction with the Owner, will mark the trail with survey tape or other common methods commonly used to designate trails. A trail map and pamphlet may be designed and prepared by the Town and made available to the public.
- 3) The trailhead is located at 241 Rockland Road, Washington, ME. Owner will do rough grade of a 50' x 100' parking lot with finish work by Town personnel, equipment, and materials. Future maintenance will be provided by the Town. Snow removal is the responsibility of the Town.
- 4) Hours. The trail shall be OPEN daily sunrise to sunset. The trail shall be CLOSED (except Sundays) during the firearms hunting season as designated by the Maine Department of Inland Fisheries & Wildlife.
- 5) Current and future structures.
  - a) The Town may purchase and erect a kiosk to be located at the trailhead. A donation box may be attached to the kiosk with funds to be occasionally collected by the Town collected and designated by the Town for trail maintenance.
  - b) The Town may erect directional signage, interpretative panels, benches, and/or picnic tables, as it deems appropriate to enhance the hiking experience.
  - c) One primitive toilet, approved by the Town's plumbing inspector, may be erected by the Town and located at the "Knoll" indicated on the trail map.
  - d) As approved by Maine DEP, the Owner has placed forestry mats crossing approximately 120 feet of wetland located approximately 630 feet from the tail head. Forestry mats are expected to last 20+ years. Future replacement of the mats is the responsibility of the Town.
  - e) Prior to opening the trail, a wooden bridge, similar to a snowmobile bridge, that crosses a corner of the Rice Heath, will be designed and constructed by the Owner. The bridge is approximately 1360 feet from the trail head. The Town's road commissioner will annually inspect the bridge and make recommendations for repairs that shall be the responsibility of the Town.
- 5) Forest Management Operations. The Owner may conduct occasional forestry harvesting operations in accordance with the Owner's Forest Management Plan, prepared by Robbin's Lumber Co. with a long term goal to be designated as a Maine Tree Farm. This may include preparation of a future wild Christmas tree farm. Every attempt will be made to protect, negate, and mitigate impact of the trail. Crossing the trail during forestry harvesting operations may be necessary, which may include placing forestry mats across the trail. After harvesting operations end, damage to the trail shall be repaired by the forester and the Owner to the satisfaction of the Town. Forestry harvesting operations will not close the trail. Owner is responsible for erecting caution signs.
- 6) Trail Maintenance. The Owner has responsibility for the original clearing of brush for Phase I of the trail to the "Knoll", and Phase II, the Little Medomak Loop. After acceptance of the easement by the Town deed overall trail maintenance shall be the responsibility of the Town, which may include assistance by the Owner. The Town, or

designated trail committee, may seek volunteers to assist in trail maintenance. These volunteers must be designated beforehand and added to the Town's volunteer insurance. Volunteers under the age of 18 must have a permission slip signed by parent or guardian.

7) Prohibitions. The following are strictly prohibited and are to be posted at the kiosk by the Town:

- a) No motorized vehicles, EXCEPT that the Owner reserves the right to use farm tractor, ATV, UTV, or other motorized vehicle for trail maintenance, harvesting of forestry products, and/or public safety response. Any significant damage to the trail caused by Owner by use of any vehicle shall be repaired by Owner. Owner may also coordinate with a disabled veteran's organization to transport disabled veterans to and from a hunting stand.
- b) No mountain or trail bicycles.
- c) No open fires.
- d) No foraging of native plants.
- e) No overnight camping.
- f) No dogs, unless leashed at all times.

8) Finances.

- a) The Owner shall be responsible for the associated costs of the trail to include original construction of the trail, construction of the "bridge", any permitting required, development of the forest management plan, and fees by an attorney representing the Owner.
- b) The Town is responsible for the cost of the survey, the Town's attorney fees, and future trail maintenance, other than damage caused by forestry operations.
- c) The Town shall establish a separate budget account for trail maintenance. The Town may receive donations, seek grants, and/or annual appropriations from the Town's governing body. All trail funds will be managed by the Town treasurer and paid out only with approval of the Select Board.

9) Review of Usage Agreement. This agreement shall be reviewed upon the first year anniversary of signature and every five years thereafter. Changes to the agreement will be with the concurrence of the Owner and the Town.

10) Liability and Insurance. Need legal advice.

11) Severability and town abandonment. Need legal advice.

Select Board Signatures

Grinnell Family Signatures

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