



DARTMOUTH COLLEGE

OUTDOOR PROGRAMS OFFICE
P.O. Box 9, H.B. 6142
Hanover, New Hampshire 03755
(603) 646-2428



October 6, 1997

Mr. Frank Hagan
Ammonoosuc Ranger District, WMNF
Fax 869 - 3104

Dear Mr. Hagan:

Following please find

- the Forest Road Easement (five pages) for Forest Road 54, the Moosilauke Ravine Camp Road, dated 10/20/95
- the Forest Development Road Agreement (four pages) for that same road, dated 4/7/83.

Any question on Dartmouth's interpretation of these agreements and the relationship between the two should be directed to Paul Olsen, Dartmouth Real Estate, 603-646-2446.

In recent years we have had an annual conversation with the Forest about the work to be done. Work has included grading and adding gravel to the surface, brushing the sides and clearing and replacing culverts. The Forest has done annual grading and occasionally has added to the surface of the road; Dartmouth has added gravel and hardpack in the one difficult section and has attended to the brushing, culvert clearing and culvert replacement. This seems like a fair split of responsibility, and has kept the road in pretty good repair, although at present the surface is beginning to get rather thin.

I might add that our data suggests that a minimum of 8000 people per year use this road, of which about half are Ravine Lodge guests, many of whom hike the mountain, and the other half are hikers who use Dartmouth-maintained trails to access Forest owned and protected lands, but have no other connection to the College.

We have enjoyed working with the Forest in this informal way to maintain this road for the mutual benefit of Dartmouth and the Forest, and hope this can continue. However, if a formal maintenance agreement is needed, we should get that done. The 1995 agreement specifically calls for a maintenance agreement. Perhaps all we need to do is affirm the terms of the 1983 agreement. But it may be that there is some new standard form used by the USFS General Counsel that should now be used for this agreement, which you would have to initiate. On the other hand, if the 1983 agreement is acceptable but needs minor revision, Dartmouth would be willing to do take on that revision.

In any case I hope we can move forward to get the regular grading work scheduled. I would like to schedule the culvert and ditching repairs that I discussed with you and it makes sense to get that work done first, before the grading is done, but only if the grading work can follow shortly afterwards; we suspect that the excavator work will scuff up the road a fair amount. If grading can't be done this fall, then we should push the culvert work as late into the season as possible and then plan to have the grading happen early next season to get the road in shape.

Sincerely,

David Hooke

cc: Paul Olsen, Earl Jette

FEDERAL LAND POLICY AND MANAGEMENT ACT
FOREST ROAD EASEMENT

THIS EASEMENT, dated this 20th day of October, 1995, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called the Grantor, to TRUSTEES OF DARTMOUTH COLLEGE, a corporation established by Royal Charter and existing under the laws of the State of New Hampshire, having its principal place of business in Hanover in said State, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a road over certain lands or assignable easements owned by the United States in the County of Grafton, State of New Hampshire, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, the Grantor, for and in consideration of a reciprocal easement grant from the Grantee, does hereby grant to the Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, over and across the following described lands in the Town of Warren, County of Grafton, State of New Hampshire:

A portion of two certain tracts of land known as United States Tract #57cI, which was purchased from Publisher Paper Company on March 14, 1927 under authority of the Weeks Act of March 1, 1911 (Civil Case #501); and United States Tract #131b, which was purchased from Mildred Witcher on January 23, 1933 under authority of the Weeks Act of March 1, 1911 (Civil Case #760).

The property that is the subject of this easement deed is more specifically described as beginning at the point where the Moosilauke Ravine Camp Road, also known as Forest Road #54, leaves the north side of Route 118 in the Town of Warren, County of Grafton, New Hampshire, and follows said road along its existing course in a northwesterly direction to the Benton townline, which is also the boundary line between Forest Service and Dartmouth lands.

The centerline of the road is approximately 4000 feet in length, and the area of the right-of-way is approximately 2.2 acres. The road right-of-way is 24 feet in width, being 12 feet either side of and adjoining at the centerline. The boundary lines of the easement shall be prolonged or shortened to end on and conform to the Grantor's property line. The location of the right-of-way is as shown on the attached plan, labeled Exhibit A, which is made a part hereof.

This grant is made subject to the following terms, provisions, and conditions applicable to the Grantee, its permittees, contractors, assignees, and successors in interest.

- A. The Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.
- B. Except as hereinafter limited, the Grantee shall have the right to use the road for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by this road, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without unreasonably reducing the rights herein granted.
- C. Upon the change of ownership of the Grantee's land served by this road, the rights granted under this easement can be transferred or assigned to the new owner upon written notification to the Regional Forester.
- D. Grantee's use of the road for the purpose of management and harvesting of the natural resources on the Grantee's land shall be subject to the following condition: Provided, That the Grantee shall make no use of the road for hauling forest products or other commercial use of the road until it pays or makes arrangements acceptable to the Grantor to pay its share of the road maintenance, construction or reconstruction costs.
- E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.
- F. The Grantee's right to use the road for access for short-term or long-term residential purposes shall be subject to the Grantor and the Grantee agreeing upon reasonable traffic control regulations, rules, and other provisions to accommodate such use of the road.
- G. The Grantee shall pay the Grantor for its share of maintenance cost or perform maintenance, as determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use and commensurate with its use. Any maintenance performed by the Grantee shall be authorized by and shall conform with an approved maintenance plan. In the event the road requires maintenance, restoration, or reconstruction work to accommodate the Grantee's needs, the Grantor shall authorize the work required in the same manner as provided herein for maintenance or in clause E for reconstruction. The Grantee shall perform such work at its own expense.

- H. The annual fee for this use is waived in consideration of the contribution by the Grantee to the programs of the Forest Service through the grant of a reciprocal right-of-way for Moosilauke Ravine Camp Road.
- I. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.
- J. The Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.
- K. The Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs, the United States may suffer as a result of claims, demands, losses, or judgements caused by the Grantee's use or occupancy under this easement.

This easement is granted subject to the following reservations by Grantor:


1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
2. The right to relocate the road on which this use is authorized to the extent necessary to accommodate the management needs of the National Forest, provided that such relocation will continue to provide access to Moosilauke Ravine Camp.
3. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled.
4. Subject to the rights granted hereunder to Grantee, the right alone to extend rights and privileges for use of the road and right-of-way to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public; Provided, That the Grantor shall control such use so as not to interfere unreasonably with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than is commensurate with the Grantee's use of the road.

The grant of a right to use the road described in this easement does not create an obligation on the Forest Service of the United States to maintain the road in a usable condition.

The Regional Forester may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed on the day and year first above written pursuant to the delegation of authority dated August 22, 1984, and published August 29, 1984, in 49 Fed. Reg. 34283 as continued by the delegation of authority effective May 23, 1988, and published May 23, 1988, in 53 Fed. Reg. 18253.


UNITED STATES OF AMERICA


CHARLES L. MYERS
Acting Forest Supervisor
White Mountain National Forest

STATE OF NEW HAMPSHIRE SS
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 20th day of October, 1995 by Charles L. Myers.

(SEAL)


Eileen M. Woodland
Notary Public
EILEEN M. WOODLAND, Notary Public
My Commission Expires November 7, 1995

My commission expires on November 5, 1995.

UNITED STATES OF AMERICA TO TRUSTEES OF DARTMOUTH COLLEGE

PROPERTY OF DARTMOUTH COLLEGE

TOWN OF BENTON

TOWN OF WOODSTOCK

WHITE MOUNTAIN NATIONAL FOREST

TOWN OF WARREN

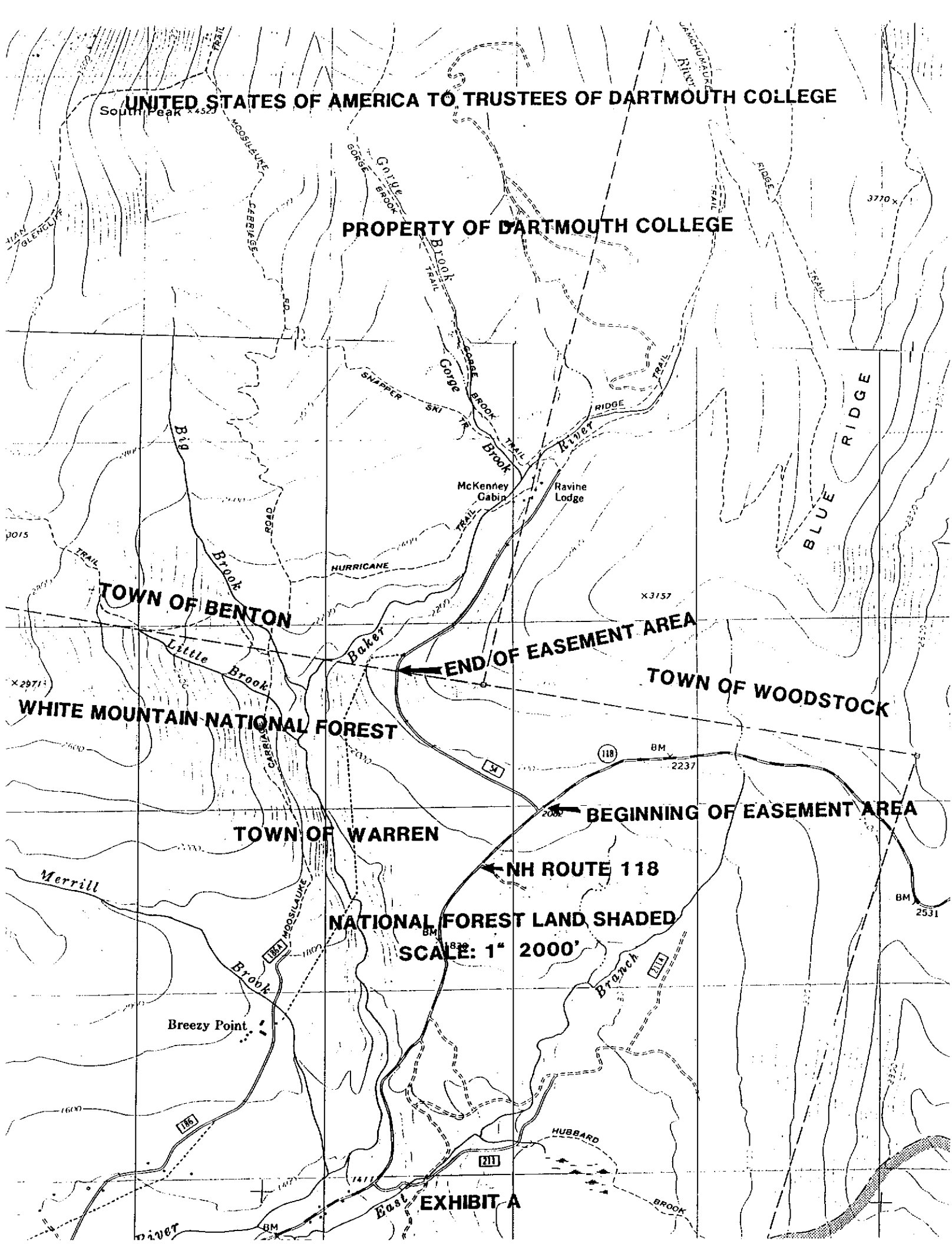
BEGINNING OF EASEMENT AREA

NH ROUTE 118

NATIONAL FOREST LAND SHADED

SCALE: 1" = 2000'

EXHIBIT A



FOREST DEVELOPMENT ROAD AGREEMENT
(16 U.S.C. 532-538)

THIS AGREEMENT, made and entered into this 7th day of April, 19 83, by and between the Forest Service, U. S. Department of Agriculture, hereinafter called "Forest Service," and Trustees of Dartmouth College, a corporation existing under the laws of the State of New Hampshire, hereinafter called the "College."

WITNESSETH:

WHEREAS, the Ravine Camp Road, in the Town of Warren, Grafton County, State of New Hampshire, is under the jurisdiction of the Forest Service and serves the National Forest and also carries traffic which is properly the responsibility of Dartmouth College, and

WHEREAS, the parties agree that the Ravine Camp Road should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such road, and

WHEREAS, the parties wish to set forth the terms and conditions, acceptable to them for the cooperative maintenance of the Ravine Camp Road,

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Consultation. The College and Forest Service will meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including the approval of an annual maintenance plan. In addition, the

parties will meet, informally and formally, on a regular basis to discuss and agree upon action with respect to the maintenance of the Ravine Camp Road.

2. Maintenance. Maintenance shall include preserving and keeping the Ravine Lodge Road, as nearly as possible in its original condition as constructed or reconstructed to provide satisfactory and safe road service (presently Forest Service Maintenance Level III).

3. Financial Responsibility. Based upon a survey of the use by each party of the road, the parties agree that the financial responsibility for the normal year-to-year maintenance of the road should be split between the parties with the College responsible for 30% of any costs and the Forest Service responsible for 70% of any costs. Furthermore, the parties agree that the financial responsibility for any extraordinary costs will be mutually agreed upon prior to any such work.

4. Collection Agreement. Upon completion of an annual maintenance plan, prior to October 1, the parties shall enter into a collection agreement for maintenance work to be done the next fiscal year. The collection agreement shall include the following:

- (a) a description of the nature of the work,
- (b) an identification of the road or road segments to be maintained,
- (c) an explanation of the benefits to each party,
- (d) a recitation of the share of maintenance costs attributable to each party,
- (e) an estimate of the cost of the maintenance work, and
- (f) a schedule of payments by the parties.

5. Modification and Termination. This agreement may be modified by mutual consent, and may be terminated by either party upon at least 365 days prior written notice, except that such termination shall in no way effect or change any commitment made authorizing the use of roads or rights of way for purposes for which federal funds were expended or any College or Forest Service operation in progress at the time of notice. Such termination shall in no way effect contracts between the parties hereto with respect to any obligations incurred until the full settlement has been made.

6. Miscellaneous. It is understood that any default or other authorized road user creates no liability on the part of the Forest Service. Nothing herein contained shall be construed to obligate the Forest or the College beyond the extent of available funds allocated or programmed for this work or contrary to applicable laws, rules, and regulations. No member of or delegate to the Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom unless it is made with a corporation for its general benefit. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive Orders, and regulations.

This agreement shall be effective as of the date written and shall supersede all prior existing road maintenance agreements, if any, for the same road.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate on the day and year first above written.

TRUSTEES OF
DARTMOUTH COLLEGE

FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

By *Philip D. McInnis*
Philip D. McInnis
Assistant Treasurer

By *James R. Jordan*
James R. Jordan
Forest Supervisor



Form 639
(Revised Feb., 1973)



SPECIAL USE PERMIT

L-Uses, White Mtn.
Dartmouth Outing Club
Jobildunk Ravine Road
8-15-34

(Case designation)

Permission is hereby granted to Dartmouth Alumni Outing Club
of Hanover, New Hampshire

to use the following described lands: A strip 55 feet wide and 3.24 feet long leading
(Describe the lands to be occupied, if surveyed, by corner and bounds, with bearings, bearing angles, and distances; if unsurveyed, by reference to a survey, stream or well-known landmark; right of way by terminal points, direction, and lands occupied)
from the Warren Woodstock Road toward Camp No. 8 in accordance with the attached
survey by W. I. Richardson, which is made a part of this permit.

for the purpose of Constructing and maintaining a one-way road to provide entrance
(Briefly but clearly describe the use, giving area of inclosures, length and width of right of way, etc.)
by vehicular travel to the properties of the permittee and the Parker Young Com-
pany in the Jobildunk Ravine Valley.

subject to the following conditions:

1. The permittee shall pay to the _____ Bank of _____
_____ (United States Depository), to be placed to the credit of the Treasurer of the United States, in consideration for this use, the sum of _____
No charge dollars (\$ _____) for the period from August 15, _____, 1934, to December 31, 1934, and thereafter annually, on January 1, _____ No charge dollars (\$ _____).

2. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses and cesspools as required by the Forest officers.

3. This permit is subject to all valid claims.

4. The permittee shall take all reasonable precautions to prevent and suppress forest fires.

5. The permittee, if engaged in business, shall conduct same in an orderly manner and in accordance with all requirements of the laws of the State of New Hampshire, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage to its property resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within one months, be completed within one year from the date of the permit, and this use shall be actually exercised at least 100 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Service.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the District Forester or the Forester.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. The completed road shall be open to public use at all times unless closed
(Special stipulations necessary)
by the Forest Service for the protection of public property during periods of
fire or other emergency and shall be maintained by the permittee to a standard
satisfactory to the Forest Service.

16. Suitable "turn-outs" and "turn arounds" will be provided as required for
the public interest.

17. The permittee shall arrange for disposal of the merchantable timber cut
from the right of way to the satisfaction of the Moosilauke Lumber and Bobbin
Company which has purchased the stumpage in this area.

18. All tops, slash and brush shall be disposed of as required by the Forest Service. (DATA) (Signature of officer issuing permit)

19. No grade in the completed road shall exceed 12%.

8-713 U.S. DEPARTMENT OF AGRICULTURE
August 8 1974

(TRM)
M. A. Peatman
Forest Supervisor