

54 ER



# New Hampshire Fish and Game Department

FEB 22 '22 PM 12:30 RCUD

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

**www.WildNH.com**  
e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

February 15, 2022

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG), pursuant to RSA 4:40, respectfully requests the approval of the relocation and modification of two State-owned easements over property owned by LCJ Holdings, LLC, that provide access to the State-owned Pemigewasset Wildlife Management Area, Campton, NH. There is no funding requested.

## EXPLANATION

In 1988, the State acquired 81.8 acres from Cersosimo Lumber Company through the Land Conservation Investment Program (LCIP). The property is now known as the Pemigewasset Wildlife Management Area (Pemi WMA). The Pemi WMA was an orphaned tract created on the west side of I-93 when the highway was built through the Towns of Campton and Thornton. Legal public access was created on the east side of I-93 across agricultural fields, continuing under the I-93 bridge that spans the Pemigewasset River to the boundary of the Pemi WMA.

In 2000, the access across the agricultural fields was relocated. This was to accommodate for the construction of Owls Nest Resort golf course, owned by Owls Street Associates (OSA). At that time, NHFG and OSA negotiated the locations into two separate right-of-way easements, referred to herein as access easements: one for public access (Public AE); and one for NHFG habitat maintenance of the Pemi WMA (Maintenance AE). These changes were memorialized in a Quitclaim deed from OSI to NHFG, which states a reserved right as follows:

The Grantor its successors and/or assigns reserve the right to relocate the right of ways and parking area provided that relocation is reasonable topographically, does not significantly increase the length of the right of way, is not detrimental to the health, safety, and welfare of the public, does not adversely impact wetlands, is approved by the Grantee, and all costs incurred to relocate the right of way are the responsibly of the Grantor its successors and/or assigns.

The Quitclaim Deed from OSA to NHFG was recorded on August 15, 2000. These negotiations also included the right to construct a parking area off Owl Street, Campton.

### REGION 1

629B Main Street  
Lancaster, NH 03584-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: reg1@wildlife.nh.gov

### REGION 2

PO Box 417  
New Hampton, NH 03256  
(603) 744-5470  
FAX (603) 744-6302  
email: reg2@wildlife.nh.gov

### REGION 3

225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: reg3@wildlife.nh.gov

### REGION 4

15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: reg4@wildlife.nh.gov

In 2014, OSA fell into foreclosure. On December 30, 2014, LCJ Holdings, LLC, acquired the Owls Nest Resort by Foreclosure Deed from Meredith Village Savings Bank.

NHFG regularly maintains the fields on the Pemi WMA for habitat, brush-hogging the fields on a rotational basis every few years. In July 2016, NHFG personnel witnessed alterations made to the Owls Nest Resort golf course, and more specifically to the location of the Maintenance AE the Department uses to access the Pemi WMA with the tractor and mower. These changes were done without notification or approval from NHFG. In addition, the Department was made aware of the obstruction of the public parking reserved for NHFG. Contact was made by NHFG to the new owners. Discussions between LCJ Holdings and NHFG continued until a mutually agreed upon relocation of both the Public AE, Maintenance AE and the parking area were settled. As a result, the attached Easement Relocation Agreement and Amendment was drafted along with a survey plan.

The attached survey entitled "Easement Plan on Land of LCJ Holdings, LLC, located at Owl's Nest Resort & Golf Club, Thornton and Grafton" shows the location of the two access easements, and relocated locations of a single access easement and parking area. The sections that are being released are identified as cross-hatch and are highlighted pink. The green highlight is the modified location for both maintenance and public access, and the location of the parking lot.

Both the Easement Relocation Agreement and Amendment and the survey will be recorded at the Grafton County Registry of Deeds upon Governor and Executive Council approval.

As such, please find attached for the Councils' consideration:

- Easement Relocation Agreement and Amendment
- Survey showing relocated access easements and parking area; and
- An aerial photograph showing the location of the Pemi WMA and Owls Nest Golf Course.

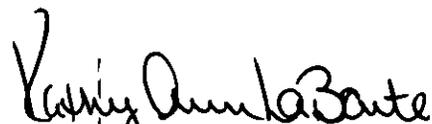
NH Council on Resources and Development members votes to recommended approval on November 8, 2021.

NH Long Range Capital Planning and Utilization Committee voted to approve this request on January 24, 2022. # LRCP-039.

Respectfully submitted,



Scott R. Mason  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

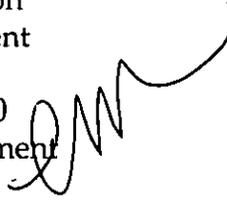
**STATE OF NEW HAMPSHIRE**  
**Inter-department Communication**

Date: February 8, 2022

To: Scott R. Mason, Executive Director  
New Hampshire Fish & Game Department

Kathy A. Labonte, Chief Business Division  
New Hampshire Fish & Game Department

From: Betsey McNaughten, Land Agent - x6640  
New Hampshire Fish and Game Department



Re: Campton - Pemi WMA Easement Relocation

---

Enclosed please find for your signatures the request action letter to the Governor and Executive Council for the Easement Relocation Agreement and Amendment between NHFG and the LCJ, LLC, owners of the Owls Nest Golf Course in Campton and Thornton.

~~Once signs, please return the request to me so that I can make copies using colored maps.~~

Thank you.

Please let me know if you have any questions.

**Inter-Department Communication**

**DATE:** February 2, 2022

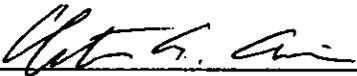
**FROM:** Christopher G. Aslin                      **AT (OFFICE)** Department of Justice  
Senior Assistant Attorney General                      Environmental Protection Bureau

**SUBJECT:** **Pemigewasset WMA Easement Relocation Agreement, Towns of Campton and Thornton**

**TO:** Elizabeth McNaughten, Land Agent  
Facilities & Land Division  
Fish & Game Department

---

The Office of the Attorney General has reviewed the Easement Relocation Agreement and Amendment and supporting documents provided in connection with the above referenced easement relocation and approves the relocation agreement for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Easement Relocation Agreement should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.

  
\_\_\_\_\_  
Christopher G. Aslin

Return to:  
NH Fish and Game Department  
11 Hazen Drive  
Concord NH 03301

## **EASEMENT RELOCATION AGREEMENT AND AMENDMENT**

This Easement Relocation Agreement and Amendment (the "Agreement") is dated as of \_\_\_\_\_ 2022 by and between **LCJ Holdings LLC**, a Massachusetts limited liability company, having an address of 500 Lincoln Street, Boston, Massachusetts 02134 ("LCJ"), and the **State of New Hampshire, acting through the Fish and Game Department**, having an address of 11 Hazen Drive, City of Concord, County of Merrimack, and State of New Hampshire, being a division of the State of New Hampshire ("Fish & Game").

Reference is made to the following facts:

A. By Warranty Deed dated August 7, 2000, and recorded in the Grafton County Registry of Deeds at Book 2480, Page 305 (the "Existing Easement"), LCJ's predecessor-in-title, Owl Street Associates L.L.C. ("Owl Street") granted to Fish & Game two (2) certain right of way easements across certain property situate in the Towns of Campton and Thornton, Grafton County, New Hampshire (the "Property"), together with the right to a parking area on the Property (the "Parking Area").

B. The right of way easements described in the Existing Easement consist of an easement for public access to the Pemigewasset Wildlife Management Area and the Pemigewasset River from Owl Street (the "Public Access Easement") and an easement for access by Fish & Game personnel and its agents for access to maintain the Pemigewasset Wildlife Management Area (the "Maintenance Access Easement"). The Public Access Easement and the Maintenance Access Easement are sometimes referred to herein together as the "Access Easements".

C. LCJ and Fish & Game desire to relocate the Access Easements and Parking Area and amend the Existing Easement on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LCJ and Fish & Game agree as follows:

1. **Location and Relocation of Access Easements and Parking Area.**

(a) Except as may be hereafter relocated in accordance with Section 1(b), the location of the Access Easements and the Parking Area are shown on the plan entitled "Easement

Plan on Land of LCJ Holdings, LLC, located at Owl's Nest Resort & Golf Club, Thornton/Campton, Grafton County, New Hampshire," dated April 1, 2021, prepared by Horizons Engineering, and recorded in the Grafton County Registry of Deeds (the "Easement Plan") at \_\_\_\_\_.

(b) The Public Access Easement and the Maintenance Access Easement include and shall be limited to that portion of the Property shown on the Easement Plan as "25 Foot Wide Access Easement." The Parking Area includes and shall be limited to that portion of the Property shown on the Easement Plan as "Relocated Parking Easement". Neither the Access Easements nor the Parking Area shall include any portions of the Property shown on the Easement Plan as "Portions of Existing Maintenance Access Easement to be Released", "Existing Public Access Easement to be Released", and "Existing Parking Easement to be Released" (with respect to which Fish & Game hereby releases to LCJ all right, title and interest therein).

(c) LCJ reserves the right to relocate the Access Easements and Parking Area, provided the relocation is reasonable topographically, does not significantly increase the length of the right of way, is not detrimental to the health, safety, and welfare of the public, does not adversely impact wetlands, and is accepted and approved in writing by Fish & Game. Exercise of LCJ's reserved right to relocate shall be subject to the following conditions:

(i) All costs incurred to relocate the Access Easements and Parking Area shall be the responsibility of LCJ.

(ii) Formal notice of a proposed relocation (a "Proposed Relocation Notice") shall be given in accordance with Section 3 by LCJ to Fish & Game together with a plan prepared by a surveyor licensed in New Hampshire showing the proposed easement relocation (an "Easement Relocation Plan").

(iii) Within sixty (60) days following its receipt of the Proposed Relocation Notice and Easement Relocation Plan, Fish & Game shall either certify or object to the relocation in writing. Any objection by Fish & Game shall specify how the proposed relocation and/or Easement Relocation Plan fail to satisfy the requirements of the Easement or this subsection (b).

(iv) A certificate signed and acknowledged by the Executive Director of Fish & Game, and attested by one or more witnesses, approving the proposed relocation shown on the Easement Relocation Plan shall be conclusive evidence of its approval of Easement Relocation Plan. LCJ may thereafter record the certificate and Easement Relocation Plan in the Grafton County Registry of Deeds.

(v) If, within sixty (60) days following the date Fish & Game receives the Proposed Relocation Notice, Fish & Game fails to provide LCJ with either a certificate or an objection as required by subsection (b)(iii), then Fish & Game shall be deemed to have approved the Easement Relocation Plan, and LCJ may execute an affidavit attesting to its compliance with this subsection (b) and Fish & Game's failure to

respond. The recording of such affidavit, together with the Easement Relocation Plan, in the Grafton County Registry of Deeds shall be conclusive evidence of the approval of the Easement Relocation Plan.

(vi) The relocation of the Access Easements or the Parking Area as shown on the Easement Relocation Plan shall be automatically effective upon the recording thereof in accordance with the requirements of this subsection (b), without further amendment to the Existing Easement, as modified hereby.

2. Use of Access Easements and Parking Area. The use of the Access Easements and Parking Area are subject to the following:

(a) The rights and easements granted to Fish & Game by the Existing Easement, as modified hereby, are non-exclusive, and the Access Easements and Parking Area may be utilized by LCJ for any purpose (including but not limited to the operation of a golf course and other recreational activities thereon) that does not unreasonably interfere with the rights and easements granted to Fish & Game by the Existing Easement, as modified hereby.

(b) Use of the Maintenance Access Easement by Fish & Game shall be limited to access to the Pemigewasset Wildlife Management Area for maintenance and wildlife management by its employees, contractors, agents and assigns on foot or by vehicle.

(c) The Access Easements are conveyed together with the right to use those portions of Pemi River Road and Notch Way, in their current locations (or as may be hereafter relocated by LCJ in its sole discretion), for vehicular access only to the Parking Area. The foregoing shall not be construed as a dedication of any portion of Pemi River Road or Notch Way for public use.

(d) Fish & Game shall have the right to install signage and/or an informational kiosk within the Parking Area, subject to LCJ's written approval of the content, location, and size, which approval shall not be unreasonably withheld.

3. Notices. Whenever by the terms of this Agreement notice, demand, or other communication shall or may be given to either party, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by a nationally recognized private express carrier which provides receipt of delivery, at the address set forth in the first paragraph of this Agreement. All such notices shall be effective upon actual delivery at the address to which the same were sent as evidenced by the return receipt or other proof of delivery. Any such notice, demand, or communication from the managing agent acting or purporting to act on behalf of either party or from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from such attorney such attorney is authorized to act on behalf of such party.

4. Force and Effect. Except as otherwise modified by this Agreement, the Existing Easement remains in full force and effect, and parties hereby ratify and reaffirm the terms and conditions thereof, which are incorporated by reference hereto. In the event of any conflict

between the terms of the Existing Easement and this Agreement, the terms of this Agreement shall control.

5. Miscellaneous.

(a) The term "LCJ" when used in this Agreement shall mean LCJ Holdings, LLC and its successors and assigns. The term "Fish & Game" shall mean the State of New Hampshire, acting by and through the Fish & Game Department, and any successor governmental agency or authority thereto.

(b) This Agreement, together with the Existing Easement, contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and all prior representations, negotiations, and understandings are superseded hereby.

(c) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(d) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by the written consent of the parties, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Grafton County Registry of Deeds.

(e) Except for security interests or liens securing financial obligations, LCJ agrees to notify Fish & Game thirty (30) days prior to any transfer of title to any portion of the Property that is subject to the terms of this Agreement.

(f) Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State which immunity is hereby reserved.

(g) This Agreement modifies a conveyance to the State of New Hampshire or political subdivision thereof and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2.

*{THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGE(S) TO FOLLOW.}*

EXECUTED as of the date and year first set forth above.

LCJ HOLDINGS, LLC

By: \_\_\_\_\_  
Brian S. Lash, Manager  
Duly Authorized

STATE/Commonwealth of \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by Brian S. Lash, the Manager of LCJ Holdings, LLC, as his free act and deed and as the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public/Justice of the Peace

Name:

My Commission Expires:

STATE OF NEW HAMPSHIRE, ACTING BY  
AND THROUGH THE FISH AND GAME  
DEPARTMENT

By: \_\_\_\_\_  
Scott R. Mason, Executive Director  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2022, by Scott R. Mason, the Executive Director of the New Hampshire Fish and Game  
Department, as his free act and deed and as the free act and deed of said governmental agency.

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

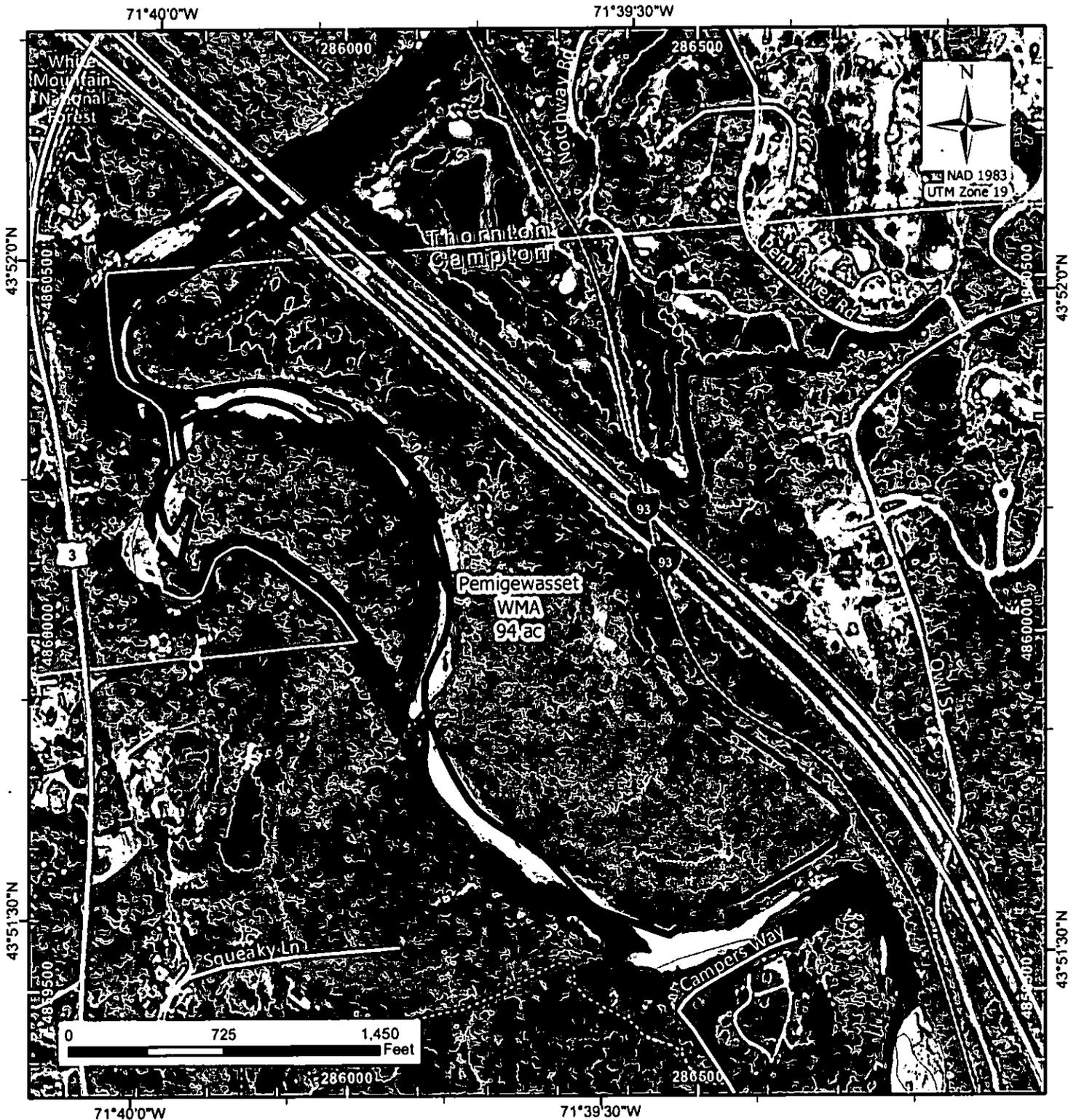
Approved by Governor and Executive Council: \_\_\_\_\_, 20\_\_, as Item # \_\_\_\_\_.



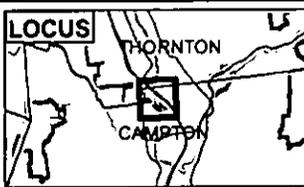


# NH Fish and Game Department Wildlife Management Areas

## Pemigewasset WMA (town: Campton/Thornton, wmu: F)



**Access and/or activities may be Restricted.**  
**CAUTION:** Trails and roads on WMAs are maintained for management access - not for recreational use. However, you are welcome to use them at your own discretion.  
**Not all conservation land is open to hunting.** NHFGD highly recommends that each hunter personally contact landowners whenever possible and seek permission to hunt.



Most data presented on this map represent stock data sets from NH GRANIT at UNH. The cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data.

NH Fish and Game Department, Wildlife Division  
 11 Hazen Dr, Concord NH 03301-6500  
 603-271-2461 Email: [wildlife@wildlife.nh.gov](mailto:wildlife@wildlife.nh.gov)

- NH Wildlife Management Area
- Parcel for which NH Fish and Game or NH Dept of Resources & Economic Dev. is fee owner or holds an easement.
- Other Conservation or Public Land
- Stream or Shoreline
- Wetland
- Town boundary
- Route
- Road or Street
- Trail

2018 NAIP orthophoto collected summer/fall, USDA



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



**New Hampshire Council on  
Resources and Development**

**MEMORANDUM**

**TO:** Scott R. Mason, Executive Director  
New Hampshire Fish and Game Department  
(Via email to [scott.r.mason@wildlife.nh.gov](mailto:scott.r.mason@wildlife.nh.gov))

**FROM:** Michael Klass, Principal Planner  
NH Department of Business and Economic Affairs  
Office of Planning and Development

**DATE:** November 17, 2021

**SUBJECT:** Surplus Land Review, 21 SLR 004 (Campton, Thornton)

---

On November 8, 2021, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from the New Hampshire Fish and Game Department to relocate a certain access easement to the Pemigewasset Wildlife Management Area, as detailed in request submitted to CORD under cover letter dated September 22, 2021.

At such time, CORD members voted to **RECOMMEND APPROVAL OF 21 SLR 004 (Campton, Thornton)**.

cc: Betsey McNaughten, New Hampshire Fish and Game Department  
(Via email to [elizabeth.mcnaughten@wildlife.nh.gov](mailto:elizabeth.mcnaughten@wildlife.nh.gov))  
Long Range Capital Planning and Utilization Committee  
(Via email to [Pamela.Ellis@leg.state.nh.us](mailto:Pamela.Ellis@leg.state.nh.us))

100 North Main Street, Suite 100  
Concord, New Hampshire 03301

603.271.2341

visith.gov nheconomy.com choosenh.com



# New Hampshire Fish and Game Department

LRCP 21-039

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

www.WildNH.com  
e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

December 10, 2021

Representative John Graham, Chair  
Long Range Capital Planning and Utilization Committee  
State House  
Concord, NH 03301

Approved by the Long Range  
Capital Planning and  
Utilization Committee  
January 24, 2022

Re: **Easement Relocation Agreement and Amendment  
Pemigewasset Wildlife Management Area, Campton-Thornton**

## REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG), pursuant to RSA 4:40, respectfully requests the approval of the relocation and modification of two State-owned easements over property owned by LCJ Holdings, LLC, that provide access to the State-owned Pemigewasset Wildlife Management Area, Campton, NH. An administration of the \$1,100 fee, pursuant to RSA 4:40. III-a will be collected.

## EXPLANATION

In 1988, the State acquired 81.8 acres from Cersosimo Lumber Company through the Land Conservation Investment Program (LCIP). The property is now known as the Pemigewasset Wildlife Management Area (Pemi WMA). The Pemi WMA was an orphaned tract created on the west side of I-93 when the highway was built through the Towns of Campton and Thornton. Legal public access was created on the east side of I-93 across agricultural fields, continuing under the I-93 bridge that spans the Pemigewasset River to the boundary of the Pemi WMA.

In 2000, the access across the agricultural fields was relocated. This was to accommodate for the construction of Owls Nest Resort golf course, owned by Owls Street Associates (OSA). At that time, NHFG and OSA negotiated the locations into two separate right-of-way easements, referred to herein as access easements: one for public access (Public AE); and one for NHFG habitat maintenance of the Pemi WMA (Maintenance AE). These changes were memorialized in a Quitclaim deed from OSI to NHFG, which states a reserved right as follows:

The Grantor its successors and/or assigns reserve the right to relocate the right of ways and parking area provided that relocation is reasonable topographically, does not significantly increase the length of the right of way, is not detrimental to the health, safety, and welfare of the public, does not adversely impact wetlands, is approved by the Grantee, and all costs incurred to relocate the right of way are the responsibility of the Grantor its successors and/or assigns.

**REGION 1**  
629B Main Street  
Lancaster, NH 03584-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: reg1@wildlife.nh.gov

**REGION 2**  
PO Box 417  
New Hampton, NH 03256  
(603) 744-5470  
FAX (603) 744-8302  
email: reg2@wildlife.nh.gov

**REGION 3**  
225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: reg3@wildlife.nh.gov

**REGION 4**  
15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: reg4@wildlife.nh.gov