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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION
BUREAU OF TRAILS



172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3254 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhtrails.org

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February 11, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 216-F:1, and RSA 215-C:2, III authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to accept a permanent trail easement from Bull Fish Investments, LLC., Belmont, NH upon approval of the Governor and Executive Council. (No State Funds)

EXPLANATION

This requested trail easement, upon approval, will provide a thirty (30) foot wide perpetual right of way which is a vital link to the existing Errol Town Forest 13 Mile Woods trail and ultimately to the Town of Errol. There is an existing combined snowmobile and OHRV trail on the property known as Corridor 19 and Corridor A1 respectively. The landowner is willing to offer the permanent trail easement at no cost to the State to protect the future of the trail network and outdoor recreational activities.

The Attorney General's Office has approved the attached deed as to form.

Respectfully submitted,

Brian J. Wilson
Director

Concurred,

Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
Inter-Department Communication

DATE: February 12, 2025

FROM: Nathan W. Kenison-Marvin, Assistant Attorney General
Civil Bureau
Department of Justice

TO: Brian Wilson, Director
Division of State Parks
Department of Natural and Cultural Resources

SUBJECT: Acceptance of a permanent trail easement from Bull Fish Investments, LLC.,
located in Coos County, New Hampshire

Dear Director Wilson:

I have reviewed the proposed "Permanent Trail Easement and Agreement" through which Bull Fish Investments, LLC, would, upon execution, grant the New Hampshire Department of Natural and Cultural Resources an easement to use certain property in the Town of Errol for public recreational purposes. The instrument, including Exhibit A thereto, is approved as to form and substance only. To the extent the Governor and Executive Council approve conveyance of the easement to your agency and the instrument is subsequently executed, please provide me with the fully executed instrument for approval as to execution prior to recordation in the Registry of Deeds.

Thank you,



Nathan W. Kenison-Marvin, AAG

Return to:
Administrator of Land Management
DNCR, Forests and Lands
172 Pembroke Road
Concord, NH 03301

THIS IS A TRANSFER TO THE STATE OF NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO RSA 78-B:2(I) AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g. II(a)

PERMANENT TRAIL EASEMENT
And
AGREEMENT

Bull Fish Investments, LLC., (**Grantor**), with a mailing address of, 20 Badger Glen Drive, Belmont, NH, 03220, grants to the State of New Hampshire (**State**), through its Department of Natural and Cultural Resources (**DNCR**)(**Grantee**), Bureau of Trails, with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301, a thirty (30) foot wide perpetual right of way easement corridor (**Easement**) with QUITCLAIM COVENANTS.

The **Easement** is located on the existing trail that crosses two properties currently owned by the **Grantor** and more specifically known as Lot 34 and Lot 34-1 on Map R11 in the Town of Errol in Coos County, New Hampshire (**Property**).

The **Easement** is intended to provide access for the **State** and the general public to cross over the **Property** for recreational trail (**Trail**) purposes. The **Easement** is given in perpetuity as long as it is used and/or maintained for public recreational purposes.

Both the **Grantor** and the **Grantee** (**Parties**) agree to the following conditions:

1. **PROPERTY DESCRIPTION**

The **State**, through **DNCR**, shall have the right to maintain, manage, enforce and use, and permit the public to use, the **Trail** along the route established as depicted in **Exhibit "A"**.

Said **Trail** location being more specifically described as:

Beginning at the centerline of the existing trail at a point located approximately two hundred and ninety-six feet (296'±) easterly from a rebar found at the northwest corner of Tax Map R11

Lot 34-1;

Thence running in a southerly direction across Lot 34-1 and across Map R11 Lot 34 to a point located at the centerline of the existing trail, approximately three hundred and thirty feet (330'±) westerly from a rebar found at the southeast corner of Lot 34.

2. OBLIGATIONS OF THE PARTIES.

DNCR's right to maintain, manage, enforce, and permit the public to use the Trail shall be subject to the following terms and conditions:

- A. DNCR may mark the Trail by the use of signage or otherwise, to indicate the location of the Trail, to restrict use to within the designated trail corridor, and to restrict access by vehicles other than the intended uses. DNCR may do such things that are reasonably necessary and practicable, including the use of gates and barriers, and appropriate official signs, to keep use on the Trail and within the Trail corridor, and to restrict access by vehicles other than the intended uses.**
- B. The Easement corridor within which the Trail may be maintained is limited to a width of thirty (30) feet.**
- C. No less than annually, DNCR shall conduct a general clean-up of the Trail to remove litter, trash, and manmade debris.**
- D. DNCR shall maintain the Trail using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau) or such successor standard. DNCR and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the Trail. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the Trail surface, placement of gravel and natural fill, installation of broad-based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming.**
- E. DNCR shall have the right to temporarily close the Trail when weather or ground conditions make the Trail unsuitable for recreational use.**
- F. Bridges and other improvements to the Trail shall be designed and constructed for multi-use and multi-season recreational use, and shall be maintained by DNCR, and remain the property of DNCR. If a portion of the Trail is permanently relocated or abandoned, DNCR shall have the right to remove any bridges put in place to accommodate the Trail.**
- G. DNCR shall obtain all necessary federal, state permits and approvals, and remain in compliance with and abide by the terms of said permits and approvals, and all federal and state laws and regulations regarding the construction, maintenance and supervision of use upon the Trail.**
- H. DNCR shall not be responsible for any actions or use of the Trail taken by, or on behalf of, the Grantor or their assigns.**

3. **MONITORING TRAIL USE.**

The State, through DNCR, agrees to monitor usage on the Property to ensure that the current ecological conditions are not significantly diminished or degraded by recreational use, and that recreational use is limited to the Trail and occurs in compliance with the then-current state laws, administrative rules, and this Agreement.

4. **DISPUTES**

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the Parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party questions whether any use or activity complies with the provisions of the Easement, whenever reasonably possible, the concerned party shall notify the other party or Parties of the perceived or potential problem, and the Parties shall attempt to reach a resolution by informal dialogue.
- B. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- C. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Coos County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.
- D. The State does not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act and the Grantor hereby waive any defense of laches with respect to any delay, omission, or any past failure to act by the State, its successors or assigns, with respect to enforcement of any restriction or exercise any rights under this Trail Easement, any such delay or omission shall not impair the State's rights or remedies or be construed as a waiver.

Meaning and intending to convey a permanent right-of-way easement for recreational trail purposes over the Bull Fish Investment, LLC. properties. The source of title is Book 1644 Page 511, and Book 1601 Page 292 of the Coos County Registry of Deeds. Also meaning and intending to confirm the agreement which is a part of this document.

This is not homestead property of the Grantor

Signature Pages to Follow

Witness our hand this _____ day of _____, 20__.

GRANTOR

Ronald A. Haddock Jr.
For Bull Fish Investment, LLC.

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____, 20__, before me, the above signed Ronald A. Haddock Jr., personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument, for the purposes therein contained on his behalf.

Justice of the Peace/Notary Public
My Commission Expires: _____

Witness our hand this _____ day of _____, 20__.

GRANTOR

Matthew A. Bull
For Bull Fish Investment, LLC.

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____, 20__, before me, the above signed Matthew A. Bull personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument, for the purposes therein contained on his behalf.

Justice of the Peace/Notary Public
My Commission Expires: _____

Witness our hand this _____ day of _____, 20__.

GRANTEE
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES

Name: Sarah L. Stewart
Title: Commissioner, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 20__, personally appeared the above-named Sarah L. Stewart, Commissioner of the Department of Natural and Cultural Resources, of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that they were duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

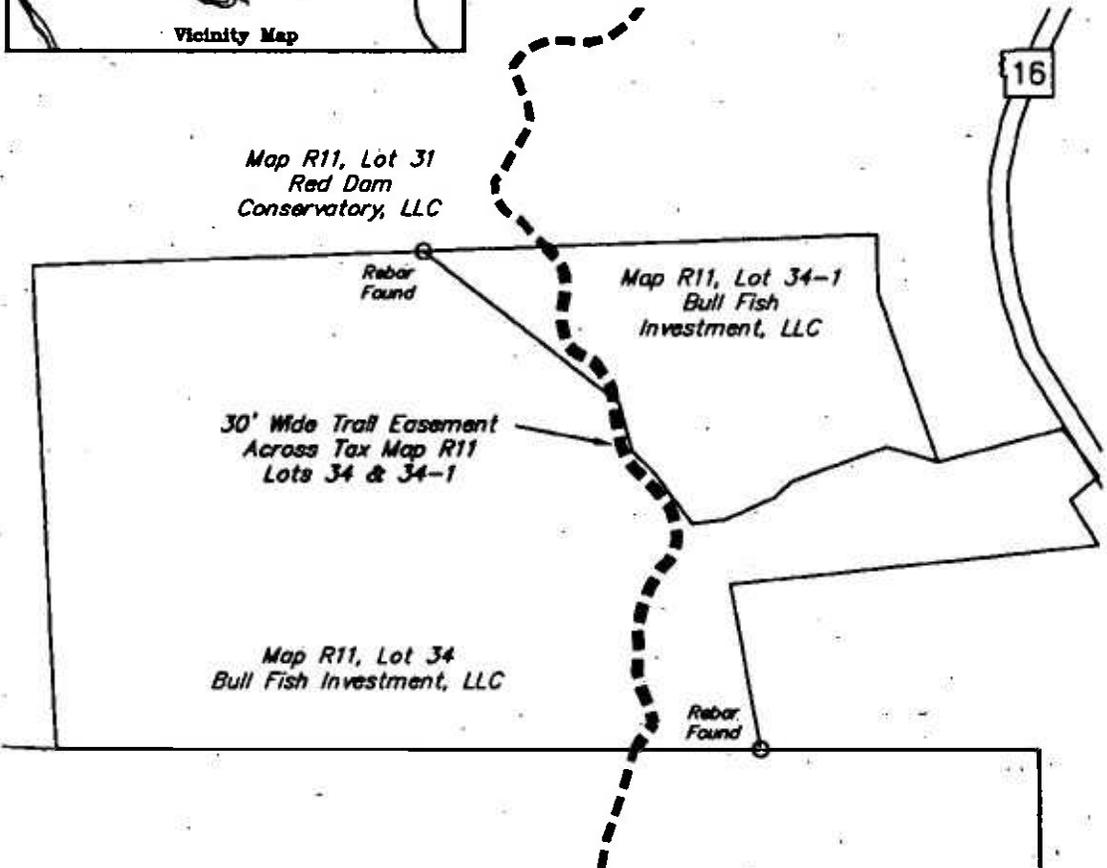
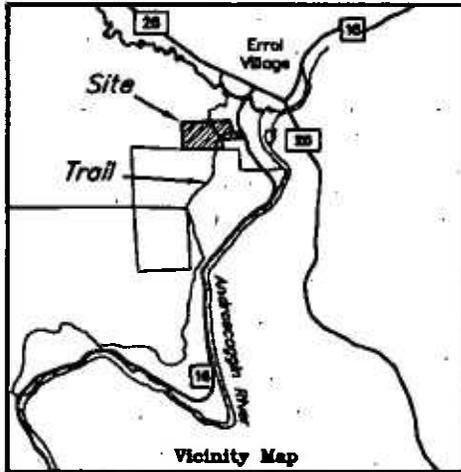
Approved as to form, substance, and execution by the Department of Justice,
Office of the Attorney General.

Name:
Title:

Date

Approved by Governor and Council: Date _____ Agenda Item# _____

Exhibit A



STATE OF NEW HAMPSHIRE
DEPT. OF NATURAL & CULTURAL RESOURCES
TRAIL EASEMENT EXHIBIT
ON LAND OWNED BY BULL FISH INVESTMENT LLC
MAP R11 LOTS 34 & 34-1
ERROL, COOS COUNTY, NEW HAMPSHIRE
DATE: NOV. 2024