



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



August 24, 2026

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

**REQUESTED ACTION**

Pursuant to RSA 215-A:3, III, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into a permanent trail easement with SavannahWood LLC that includes the grant of an easement and an easement termination on private property abutting Jericho Mountain State Park upon approval of the Governor and Executive Council. **(No State Funds)**

The requested action will be granted without any explicit covenants, restrictions, or permissions regarding hunting, fishing, and other recreational activities. Upon approval and execution of the requested action, applicable local and state laws will regulate such activities.

**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 Jericho Mountain State Park trail system and is in the location of existing trails on the property. In addition, this proposal will terminate an existing easement the State of New Hampshire holds where no trail currently exists. 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, and the State is willing terminate an existing easement that serves minimum benefit to the trail system adjacent to Jericho Mountain State Park.

As authorized under RSA 215-A:3, III, the NH Bureau of Trails is responsible for coordinating efforts in obtaining easements and rights-of-way, in establishing trails and trail facilities, and any other similarly related tasks that may be required as a responsibility of the Department of Natural and Cultural Resources in relation to OHRVs and snowmobiles. Trail easements and rights-of-ways are critical to maintain trail connections with local communities and local businesses and help to promote economic growth. In addition, negotiating trail easements with private landowners helps to ensure trails are protected in perpetuity and landowner's rights and needs are being respected.

The Attorney General's Office has reviewed and approved this easement as to form and substance of the instrument.

Respectfully submitted,

Adam Crepeau  
Commissioner

# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

**DATE:** August 24, 2026

**FROM:** Mary Maloney, Assistant Attorney General  
New Hampshire Department of Justice

**SUBJECT:** Permanent Trail Easement with Savannahwood LLC on private land abutting Jericho Mountain State Park, located in the Town of Berlin, County of Coos, State of New Hampshire.

**TO:** Adam J. Crepeau, Commissioner  
Department of Natural and Cultural Resources

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The Office of the Attorney General has reviewed the attached Grant of Easement and Easement Termination (“Easement”) pertaining to private property (“Property”) currently owned by Savannahwood LLC (“Fee Owner”), which grants a Trail Easement to the State of New Hampshire, Department of Natural and Cultural Resources. The Property is privately owned and abuts Jericho Mountain State Park, located in the Town of Berlin, County of Coos, State of New Hampshire and is described in Appendix A of the Easement. The Easement was reviewed and is approved as to form and substance only. Following approval by the Governor and Executive Council, please submit the fully executed Easement with all supporting documentation for approval of execution prior to recordation in the Registry of Deeds.

*Mary E. Maloney*

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Mary Maloney, Assistant Attorney General  
Office of Attorney General, Department of Justice

**Return to:**

Adam J. Crepeau, Commissioner  
Department of Natural & Cultural Resources  
172 Pembroke Road  
Concord, NH 03301

**This transfer is exempt from the  
transfer of real estate transfer  
tax pursuant to NH RSA 78-B:2, I**

**GRANT OF EASEMENT AND EASEMENT TERMINATION**

WHEREAS, Savannahwood, LLC (“Fee Owner”), is the fee owner of certain tracts of land located in the Town of Berlin, County of Coos, New Hampshire, most recently described in a deed from Robert K. Benson recorded in the Coos County Registry of Deeds, Book 1460, Page 627.

WHEREAS, the State of New Hampshire, through its Department of Natural and Cultural Resources (“State”), acquired certain recreational trail easements over and across said lands of the Fee Owner, with said easements conveyed to the State by Thomas R. Dillon and Scott A. Dillon, predecessors in title to the Fee Owner, by way of an instrument titled “Grant of Recreational Trails Easement and Agreement,” which is recorded in the Coos County Registry of Deeds, Book 1161, Page 0967 (the “Dillon Easement”). The “Dillon Easement” is completely extinguished and replaced with the terms in this Grant of Easement and Easement Termination.

WHEREAS, the Fee Owner and the State mutually desire to relocate the State’s recreational trail easements on the Fee Owner’s properties, with their intent being to relocate said easements such that they are located in the same location as the trails that are presently developed and used as public recreational trails, as depicted on EXHIBIT A as Amended Trail Easements marked (D), additionally reserving to the State the rights to develop a trail limited to the same recreational uses in the location depicted on EXHIBIT A as Amended Trail Easement marked (U). The original EXHIBIT A, bearing the signatures of the authorized signatories

hereto, is on file at the headquarters of the Department of Natural and Cultural Resources in Concord, New Hampshire.

WHEREAS, in so relocating the State's recreational trail easements on the Fee Owner's properties, it is the parties' intent to extinguish all the other State recreational trail easements on Fee Owner's properties through the Dillon Easement except for those shown in EXHIBIT A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained, the sufficiency of which the Fee Owner and the State (collectively, the "Parties") hereby acknowledge and affirm, the Parties agree as follows:

1. The Fee Owner does hereby grant to the State, its successors, assigns, agents, contractors, lessees, licensees, and its public, perpetual easement rights to pass and repass over and upon public recreational trails that are shown in Exhibit A. Said right to pass and repass is intended to include the right to pass and repass on recreational vehicles, and shall include the right for the State to maintain the Trails. The location of the Trails is particularly shown on EXHIBIT A hereto. The permitted width of Trails shall be thirty (30) feet.
2. The State's rights hereunder are not intended to unreasonably restrict the Fee Owner's uses of the Trails. Such uses by the Fee Owner include uses by licensees and invitees of the Fee Owner.
3. To the extent the Dillon Easement granted the State trail easement rights across locations on the Fee Owner's properties that are inconsistent with the locations described in Section 1 hereof, the State hereby agrees to the termination of its rights in such locations.
4. To the extent either Party hereto seeks to relocate any section of the Trails to a location not described in Section 1, the Parties shall work together in good faith to reasonably accommodate such relocation to the extent such relocation would not unfairly prejudice the non-requesting Party. The Party requesting relocation shall bear any and all direct and indirect costs associated with any resulting relocation. Nothing in this section shall prevent the public's ability to pass and repass on the Trails during any period that the Parties are negotiating or implementing a relocation request. Nothing in this section is intended to mean that the Parties must reach an agreed-to resolution on a relocation request, and each Party reserves the right to not agree to a requested relocation of the Trails to the extent that Party can demonstrate that such relocation would likely cause it to suffer some form of unfair prejudice.

5. The State shall have the right to construct, improve, maintain, repair, and reconstruct the Trails, with such right intended to include the right to construct and maintain ditches, culverts, bridges, and other structures as may be required.
6. The State shall have the right, at its discretion, to post, gate and close portions of the Trails to the public, except that the Fee Owner, his successors and assigns, shall have the right to pass through any gate. The posting, gating and closure shall not unreasonably restrict the rights of the Fee Owner or its successors and assigns.
7. The State shall have the right to install a lock system on all gates at the State's expense. The Fee Owner shall be provided with keys or combinations permitting access to all gates. Keys or combinations shall also be provided to all necessary law enforcement and emergency service entities.
8. The State shall have the right to install, maintain, and repair any signage on the Trails that is reasonably necessary for the safe and orderly use of the Trails by the general public, in the sole reasonable discretion of the State.
9. The State shall provide the Fee Owner with notification, reasonable for the circumstances, prior to its maintenance or improvement of the Trails, or portions thereof.
10. The Parties agree that when any portion of the Trails is used solely by either Party, the using Party shall maintain the Trails in the same conditions as at the commencement of use. When any portion of the Trails is used concurrently by the Parties, the Parties agree to proportionally share the maintenance responsibility and costs in accordance with the impact of their respective uses.
11. The Parties agree to have any dispute arising under this Agreement determined by the Coos County Superior Court or submitted to mediation by a mediator the Parties shall mutually agree to. In this section, any reference to "mediation" shall mean non-binding mediation. The parties agree that mediation shall not operate to stay any proceedings that either Party may institute in Superior Court. Each Party shall pay its own attorney's fees in connection with any mediation related to this Agreement, but the costs and fees of the mediator shall be shared equally by the Parties, unless agreed otherwise in writing.
12. The Fee Owner may transfer title to any part of the property over which any portion of the Trails is located, subject to the terms of this Agreement. Upon such transfer, the obligations of the Fee Owner hereunder with respect to that portion of the Trail

shall cease and shall devolve and pass to the Fee Owner's successor(s) in title. Prior to any such transfer of title, the Fee Owner shall provide the State with written notice of Fee Owner's intent to transfer, such notice to be provided no later than thirty (30) calendar days prior to the anticipated transfer.

13. This Agreement may be modified only in writing, signed and acknowledged by both Parties, duly authorized, and recorded in the Coos County Registry of Deeds.

[signatures begin on the following page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by an officer thereunto duly authorized, with the intent that it be effective between the Parties upon execution by the Parties but conditional upon the approval of the Governor and Executive Counsel.

**GRANTOR**

Savannahwood, LLC, a New Hampshire domestic limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, SS.**

Personally appeared the above named, \_\_\_\_\_, and acknowledged the foregoing instrument by him made to be his voluntary act and deed.

Date: \_\_\_\_\_

Before me: \_\_\_\_\_  
Justic of the Peace/Notary Public

(seal)

[signatures continue on the following page]

**GRANTEE**

The State of New Hampshire, Department of  
Natural and Cultural Resources

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF NEW HAMPSHIRE**  
**COUNTY OF \_\_\_\_\_, SS.**

Personally appeared the above named, \_\_\_\_\_, and acknowledged the  
foregoing instrument by him made to be his voluntary act and deed.

Date: \_\_\_\_\_

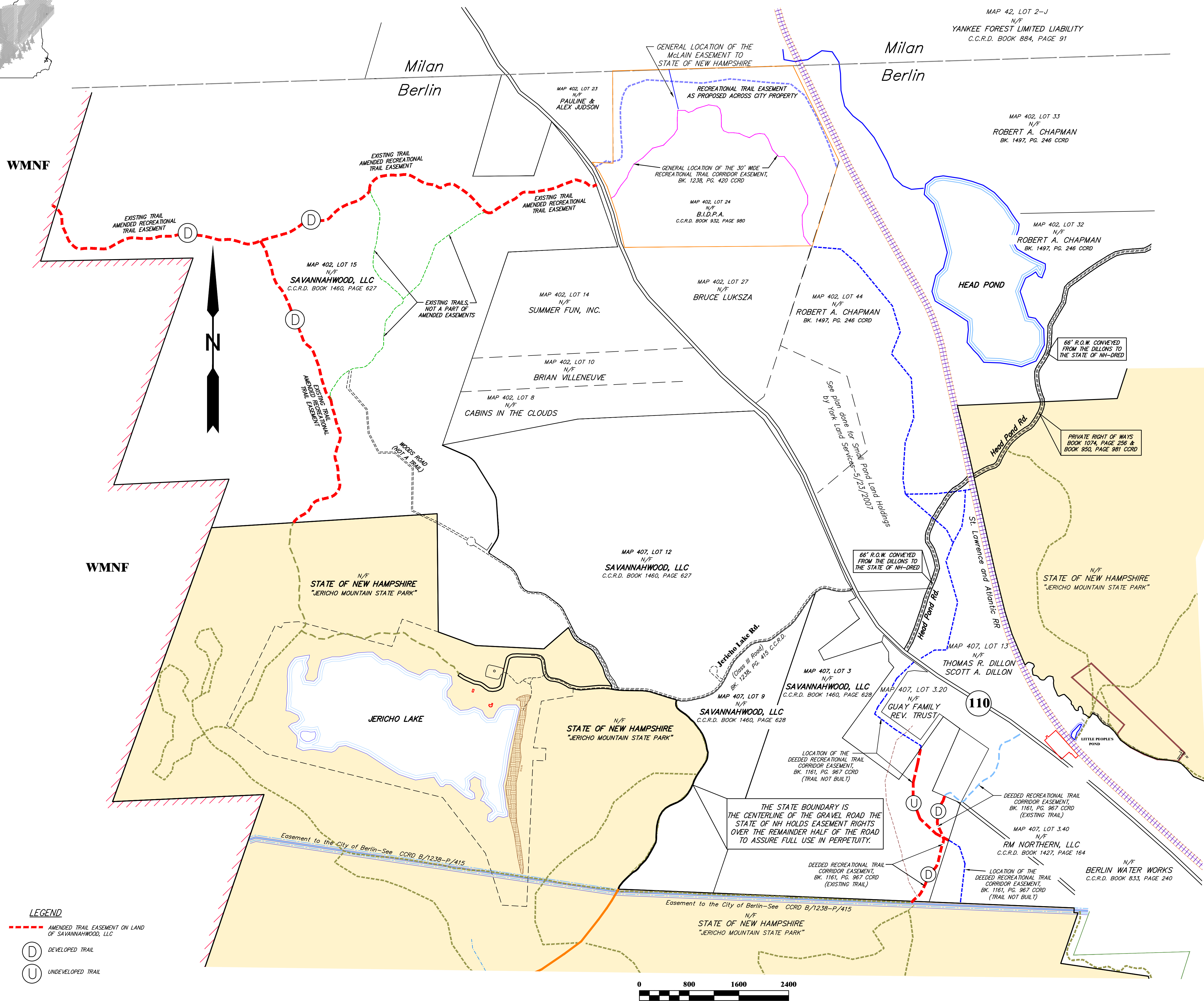
Before me: \_\_\_\_\_  
Justic of the Peace/Notary Public

# **EXHIBIT A**

**Amended Recreation Trail Easement Plan**

NOTES

- 1) FIELD PROCEDURE: EXISTING TRAILS WERE LOCATED IN OCTOBER 2025 USING A TRIMBLE CATALYST WITH SUBMETER CORRECTIONS.
- 2) TITLE REFERENCE:  
A) GRANT OF RECREATIONAL TRAILS AGREEMENT BETWEEN THOMAS R. DILLON & SCOTT A. DILLON AND THE STATE OF NEW HAMPSHIRE, DATED FEBRUARY 2006 AND RECORDED IN BOOK 1161, PAGE 967 COOS COUNTY REGISTRY OF DEEDS (CCRD).
- 3) PLAN REFERENCES:  
A) "RECREATIONAL RIGHT OF WAYS, DILLON TO THE STATE OF NH--DRED".
- 4) PLAN PURPOSE: THE PURPOSE OF THIS PLAN IS TO SHOW PROPOSED AMENDMENTS BETWEEN SAVANNAHWOOD, LLC AND THE STATE OF NEW HAMPSHIRE TO THE EXISTING RECREATIONAL TRAILS EASEMENT AND AGREEMENT BETWEEN THOMAS R. DILLON & SCOTT A. DILLON AND THE STATE OF NEW HAMPSHIRE AS IT RELATES TO LAND OWNED BY SAVANNAHWOOD, LLC.



INITIALS: \_\_\_\_\_  
DATE: \_\_\_\_\_

Tax Map 407, Lots 3, 9, & 12  
Tax Map 402, Lot 15  
**AMENDED RECREATION TRAIL  
EASEMENT PLAN**  
ON PROPERTY OF  
**SAVANNAHWOOD, LLC**  
NH Route 110 & Jericho Lake Road  
Berlin, Coos County, New Hampshire  
Date: July 23, 2026 Scale: 1" = 800'