



**New Hampshire Council on
 Resources and Development**

MEMORANDUM

TO:	CORD Members and Other Interested Parties <i>Via Email Distribution Lists (Bcc)</i>	Grafton County Board of Commissioners c/o Samantha Norcross 3855 Dartmouth College Hwy N. Haverhill, NH 03774 <i>Via Email (snorcross@co.grafton.nh.us)</i>
	Carina Park Campton Town Administrator 12 Gearty Way Campton, NH 03223 <i>Via Email (toc.cp@camptonnh.org)</i>	Debra Shepard Thornton Town Administrator 16 Merrill Access Road Thornton, NH 03285 <i>Via Email (townadmin@thorntonnh.org)</i>
	Michelle Moren-Grey, Executive Director North Country Council 161 Main Street Littleton, NH 03561 <i>Via Email (mmoren@nccouncil.org)</i>	

FROM: Michael A. Klass, Office of Planning and Development
DATE: September 29, 2021
SUBJECT: ***State Owned Land, Surplus Land Review, Campton & Thornton, NH
 2021 SLR 004***

RESPONSE DEADLINE: **Monday, November 1, 2021**

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to Michael.A.Klass@livefree.nh.gov

The Council on Resources and Development will consider the request at its meeting tentatively scheduled for **November 8, 2021**. Information regarding CORD and its meetings may be obtained at: <https://www.nh.gov/osi/planning/programs/cord/index.htm>.

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: NH Fish and Game Department

Agency Contact Person: Scott R. Mason, Executive Director
Address: 11 Hazen Drive, Concord NH 03301
Phone Number: 603-271-3511
E-Mail: Scott.r.mason@wildlife.nh.gov

Applicant Contact Person: Betsey McNaughten, Land Agent
Address: 11 Hazen Drive, Concord NH 03301
Phone Number: 603-271-6640
E-Mail: Elizabeth.mcnaughten@wildlife.nh.gov

Location of Property: Owl's Nest Resort and Golf Club (subject property) and Pemigewasset Wildlife Management Area (benefitting property), Campton and Thornton

Acreage: n/a

Requested Action: Surplus and Reinstate Easement ROWs and Parking Area

Term of Lease or Easement: n/a

.....

Please complete ALL questions below, submit one digital copy and one hardcopy original of the complete application to the Office of Strategic Initiatives, Johnson Hall, 3rd Floor, 107 Pleasant Street, Concord, NH 03301, michael.klass@osi.nh.gov.

1. What is the current use of this property?

Golf course cart path

2. What is the proposed use of this property if surplusd? Please note if proposed use is intended to create a public benefit.

Golf course cart path. Yes, it will greatly improve the public access by shortening the distance to the Pemi WMA.

3. Does the proposed use of this property entail new development? Yes No

a. If yes, is it consistent with adjacent and existing development? Yes No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or surroundings.

4. Are there any structures located on this property? Yes No

a. If yes, please describe the structures including how many and what kind.

5. Are there historical architectural or archaeological resources identified on this site?

a. If yes, describe the resource(s)? Yes No

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites? Yes No

a. If yes, describe the use and number of structures of adjacent sites.
If no, where is the nearest development? (Describe distance, use, and number)

Subdivision and house lots, some developed, some not, and the NHDOT I-93 Corridor

7. Does the site represent the entire state property in this location? Yes No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

This is a easement right of way that allows public and maintenance access to the Pemigewasset WMA, adjacent to this property.

8. Is access to this property available? Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Town maintained Class V Road (Owl Street) Pemi River Road and Notch Way (Private

b. If yes, is there a potential for public access interruption? Yes No

9. Are there water resources related to this property such as:

Lakes/Ponds - Yes No Rivers - Yes No Wetlands - Yes No

a. If yes, please indicate the size or extent of such resources.

Pemigewasset River

b. If yes, is the property located within 250 feet of a lake/pond or river?

Yes

c. If yes, please describe any municipal regulations and/or Shoreland Water Quality Protection Act (RSA 483-B) provisions that apply to the development of the property.

n/a

d. If there are water resources, please describe current public or private access from the site to the water body. Public Private No Access Available

Public access over private land

e. How would the proposal affect the access opportunities described in d?

Greatly improve it by shortening the access to the Pemi WMA across the golf course

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within its municipality.

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features*
- c. Aerial Photograph*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities or topographic features are welcome but not required

* Maps can be created with GIS, Google, NH GRANIT, or any other readily available mapping service.

Please paste any maps and photographs submitted as part of this application here.



New Hampshire Fish and Game Department

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

September 22, 2021

Commissioner Taylor Caswell, Chair
NH Department of Business and Economic Affairs
100 North Main Street
Suite 100
Concord NH 03301

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

Dear Commissioner Caswell:

The New Hampshire Fish and Game Department requests the Council on Resources and Development to review the attached surplus property application to determine if the State's interest in an access easement is surplus to the needs of the State. In exchange, the State will receive access that is more reasonably located and accessible by the public.

This access is in connection to the State's acquisition of 81.8 acres from Cersosimo Lumber Company through the Land Conservation Investment Program (LCIP) in 1988. The LCIP property benefiting this access is known as the Pemigewasset Wildlife Management Area (Pemi WMA). It 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 by NHDOT on the east side of I-93 across agricultural fields and continued under the I-93 bridge adjacent to the Pemigewasset River and the Pemi WMA.

In 2000, the original access across the agricultural fields was relocated to accommodate for the creation and construction of the Owls Nest Resort golf course by Owls Street Associates (OSA). NHFG and OSA renegotiated the access into two right of ways: one for the public and one for NHFG habitat maintenance of the Pemi WMA. The negotiations also included the right to construct a parking area. These rights of way and parking area were recorded in a Quitclaim Deed from OSA to NHFG on August 15, 2000.

Certain language in the Quitclaim Deed states a reserved right, and is 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.

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

On December 30, 2014, LCJ Holdings, LLC, acquired the Owls Nest Resort by foreclosure deed from Meredith Village Savings Bank.

In July 2016, NHFG personnel witnessed alterations made to the Owls Nest Resort golf course, and more specifically to the location of the right-of-way easement for habitat maintenance. These changes were done without notification or approval from NHFG. Contact was made by NHFG to the new owners. Discussions between LCJ Holdings and NHFG continued until a mutually agreed upon relocation of the right of ways and parking area was settled. As a result, an 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 easement right of ways and parking area that are to be released, and the relocated access easement and relocated parking area.

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 a completed Request for Surplus Land Review Action application, maps and documents for consideration by the Council including:

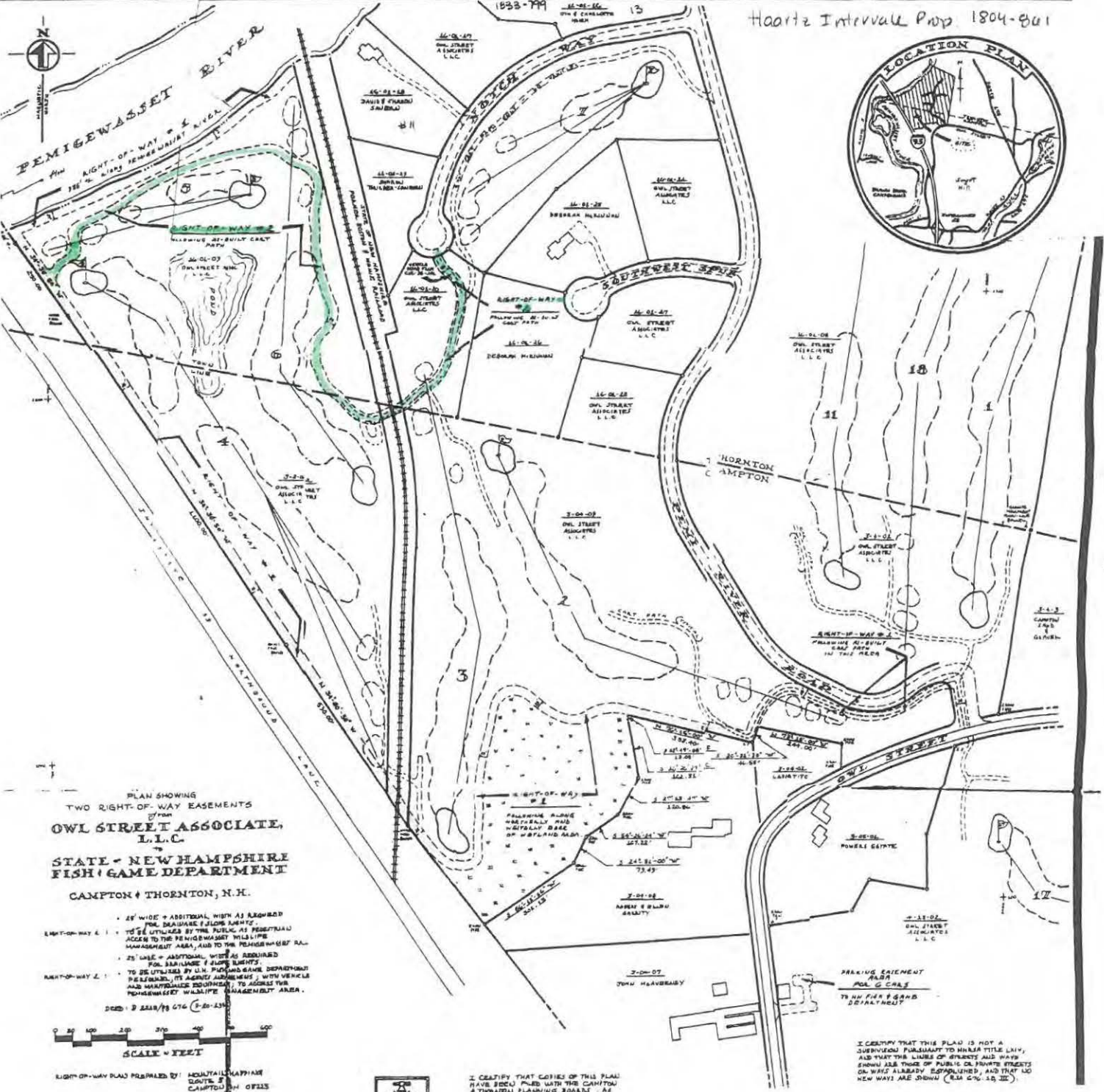
- Easement Relocation Agreement and Amendment
- Survey showing relocated easement right of ways and parking area;
- An aerial photograph showing location of the Pemi WMA and Owls Nest Golf Course; and
- On the ground photos of the location of right of ways on the golf course.

If you require any additional information or have questions about the application, please contact Betsey McNaughten, Land Agent at 271-6640.

Sincerely,



Scott R. Mason
Executive Director



PLAN SHOWING
TWO RIGHT-OF-WAY EASEMENTS
OWL STREET ASSOCIATE,
L.L.C.
STATE - NEW HAMPSHIRE
FISH & GAME DEPARTMENT
CAMPTON & THORNTON, N.H.

- 25' WIDE - ADDITIONAL WIDTH AS REQUIRED FOR DRAINAGE & FLOOD LIGHTS.
- TO BE UTILIZED BY THE PUBLIC AS PERMITTED ACCESS TO THE PENIKESE RIVER WILDLIFE MANAGEMENT AREA, AND TO THE PENIKESE RIVER.
- 25' WIDE - ADDITIONAL WIDTH AS REQUIRED FOR DRAINAGE & FLOOD LIGHTS.
- TO BE UTILIZED BY U.S. FISH AND GAME DEPARTMENT PERSONNEL, ITS AGENTS AND EMPLOYEES, WITH VEHICLES AND MAINTENANCE EQUIPMENT, TO ACCESS THE PENIKESE RIVER WILDLIFE MANAGEMENT AREA.



RIGHT-OF-WAY PLAN PREPARED BY: HORTON CAMPTON
DATE: 11/11/11
CAMPTON, NH OFFICE

I CERTIFY THAT COPIES OF THIS PLAN HAVE BEEN FILED WITH THE CAMPTON & THORNTON PLANNING BOARD. AT

I CERTIFY THAT THIS PLAN IS NOT A SUBDIVISION PURSUANT TO NH RSA 281:1, AND THAT THE LINES OF EASEMENTS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW WAYS ARE SHOWN (RSA 281:15 II).



NH Fish and Game Department Wildlife Management Areas

Pemigewasset WMA (town: Campton, wmu: F)



286000

286500

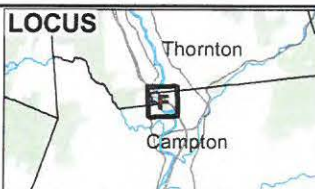


Pemigewasset WMA
(91 ac)

Not all conservation land is open to hunting and NHFGD highly recommends that each hunter personally contact landowners whenever possible and seek permission to hunt.

For further information, please contact:
NH Fish and Game Department, Wildlife Division
11 Hazen Dr, Concord NH 03301-6500
603-271-2461 Email: wildlife@wildlife.nh.gov

Most data presented on this map represent stock data sets obtained from NH GRANIT, at Complex Systems Research Center, UNH. CSRC, under contract to the NH Office of Energy and Planning (OEP), and in consultation with cooperating agencies, maintains a continuing program to identify and correct errors in these data. OEP, CSRC, NHFGD and the cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data.



- NHFGD Wildlife Management Area approx. boundary, acres (software calculated)
- Parcel for which NH Fish and Game Dept. or NH Dept of Resources & Economic Dev. is the primary protecting agency.
- Conservation land (may be restricted access)
- 2008 NAIP 1m orthophoto provided by GRANIT
- Stream or Shoreline
- Wetland
- Surface Water
- Road or Street
- Unmaintained
- Town Boundary

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 April ____, 2021 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:

I. 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 _____, 2021, 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

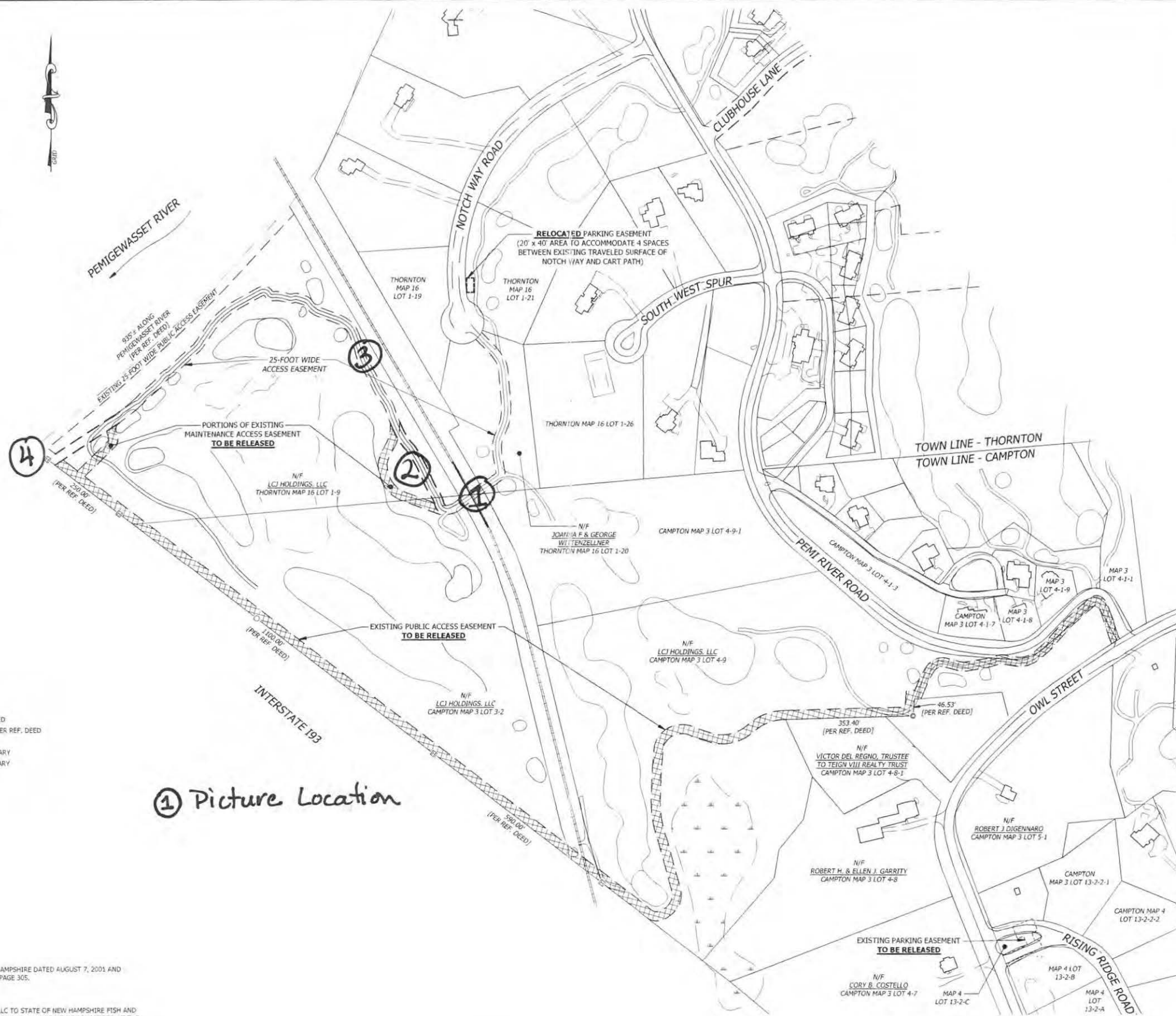
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, 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 # _____.

NOTE:
THE ACCESS EASEMENTS DESCRIBED ON THIS PLAN ARE CONVEYED TOGETHER WITH THE RIGHT TO USE PEMI RIVER ROAD AND NOTCH WAY FOR VEHICULAR ACCESS ONLY TO THE RELOCATED PARKING EASEMENT AS SHOWN HEREON. THE FOREGOING SHALL NOT BE CONSTRUED AS A DEDICATION OF ANY PORTION OF PEMI RIVER ROAD OR NOTCH WAY FOR PUBLIC USE.



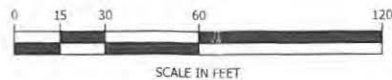
LEGEND

- IRON PIPE PER REF. DEED
- HIGHWAY MONUMENT PER REF. DEED
- CALCULATED CORNER
- - - EASEMENT LINE BOUNDARY
- — — PROPERTY LINE BOUNDARY

① Picture Location

GENERAL NOTES

1. OWNER OF RECORD:
LCJ HOLDINGS, LLC
LINCOLN CONDOMINIUM MANAGEMENT GROUP
P.O. BOX 37, CAMPTON, NH 03223
2. REFERENCE DEED:
WARRANTY DEED FROM OWL STREET ASSOCIATES TO STATE OF NEW HAMPSHIRE DATED AUGUST 7, 2001 AND RECORDED IN THE GRAFTON COUNTY REGISTRY OF DEEDS BOOK 2480 PAGE 305.
3. REFERENCE PLAN:
(A) "TWO RIGHT-OF-WAY EASEMENTS FROM OWL STREET ASSOCIATES LLC TO STATE OF NEW HAMPSHIRE FISH AND GAME DEPARTMENT CAMPTON AND THORNTON, N.H." PREPARED BY MOUNTAIN MAPPING NOT RECORDED AT THE GRAFTON COUNTY REGISTRY OF DEEDS.
4. EXISTING CONDITIONS SHOWN HEREON ARE A COMPOSITION OF AERIAL SURVEY PREPARED BY AERIAL SURVEY & PHOTO, INC. AND DELIVERED TO HORIZONS ENGINEERING, INC. IN MAY 2015, DIGITIZATION FROM ORTHOGRAPHIC PHOTOGRAPHY DATED 2015, AND GROUND GPS SURVEY CONDUCTED BY HORIZONS ENGINEERING, INC. IN AUGUST 2015.
5. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON MEANS COMPLIANCE WITH APPLICABLE LAND SURVEY LAWS AND RULES AND AN EXPRESSION OF PROFESSIONAL OPINION BASED ON THE FACTS OF THE SURVEY, PRINCIPLES OF BOUNDARY RETRACEMENT AND LOCAL STANDARD OF CARE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.



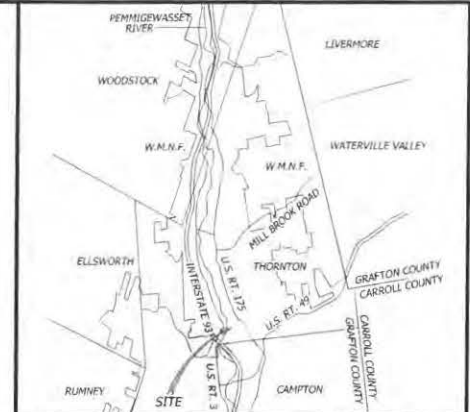
CERTIFICATION

I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO RSA TITLE LXIV AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

ANDREW J. NADEAU, LLS 947

DATE

© 2021
No. 22-000
Engineering
All rights reserved



VICINITY MAP

ABUTTERS TABLE

THORNTON	
MAP/LOT	OWNER
16/1-19	ABODE BUILDERS OF NEW ENGLAND, INC.
16/1-21	LCJ HOLDINGS, LLC
16/1-26	DEBORAH S.W. MCKINNON TRUST DEBORAH S.W. MCKINNON, TRUSTEES
CAMPTON	
MAP/LOT	OWNER
3/4-1-1	DAVID G. & JEAN M SHAY
3/4-1-3	MEREDITH VILLAGE SAVINGS BANK
3/4-1-7	ROBERT A. & DEBORAH G. OLSON
3/4-1-8	STUART & ESTHER SCHNEIDERMAN
3/4-1-9	THOMAS E., JOANNE M. & W.M. J., TRUSTEES GREEN FAMILY LIVING TRUST
3/4-2	VICTOR DEL REGNO, TRUSTEE TO REIGN VIII REALTY TRUST
3/4-8	ROBERT H. & ELLEN J. GARRITY
3/4-8-1	VICTOR DEL REGNO, TRUSTEE TO REIGN VIII REALTY TRUST
3/4-9-1	
3/5-1	ROBERT J. DIGENARRO

horizons
Engineering

NEWPORT VT • LITTLETON NH • NEW LONDON NH
POMFRET VT • KENNEBUNK ME • CONWAY NH

EASEMENT PLAN ON LAND OF
LCJ HOLDINGS, LLC

LOCATED AT
OWL'S NEST RESORT & GOLF CLUB
THORNTON/CAMPTON
GRAFTON COUNTY, NEW HAMPSHIRE
THORNTON ASSESSOR'S PARCEL 16-1-9 BOOK 4104 PAGE 32
AND PARCEL 16-1-20 BOOK 2736 PAGE 112
CAMPTON ASSESSOR'S PARCEL 3-3-2 BOOK ___ PAGE ___
PARCEL 3-4-9 BOOK ___ PAGE ___ AND PARCEL 4-13-2-C
BOOK ___ PAGE ___

NO.	DATE	REVISION DESCRIPTION	ENG	DWG

DATE: 4/1/2021 PROJECT #: 17245

ENG'D BY: AJN DRAWN BY: SJB

CHECK'D BY: AJN ARCHIVE #: H-5559

SHEET 1 OF 1



Current Conditions

Picture #1



Observed at the time of violation, picture locate just over the tracks



Current Condition

Picture #2



Pervious location of cart path



Current Conditions

Picture #3



Process of eliminating old cart path which was the original right of way



Access to the Pemi WMA under I-93 created by NHDOT

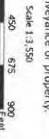
Picture #4



- Transportation
 - Turn Lane
 - Permit
 - Utilities
 - Cell Tower
 - Power Lines
 - Powerline ROW
 - Town Road
- Road Types
 - Toward
 - Interstate Highway
 - NH Primary Highway
 - NH Secondary Highway
- Water Features
 - Private Road
 - NH Permitted
 - Water Roads
 - Water Features
 - Ponds & Pools
 - Streams
 - Marshes

Date 1/26/2021

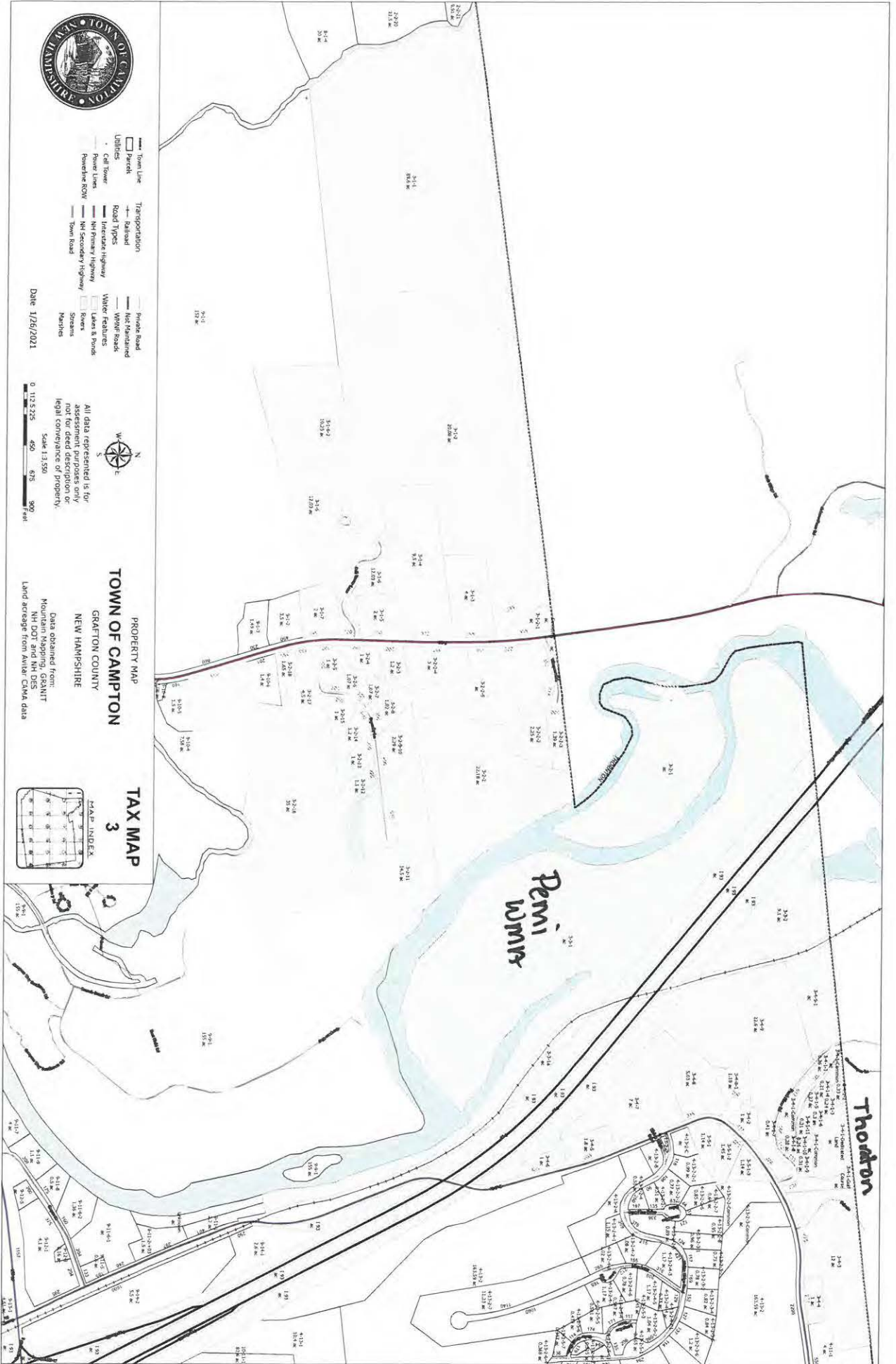
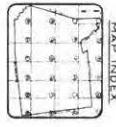
All data represented is for assessment purposes only not for deed description or legal conveyance of property.
Scale 1:3,500

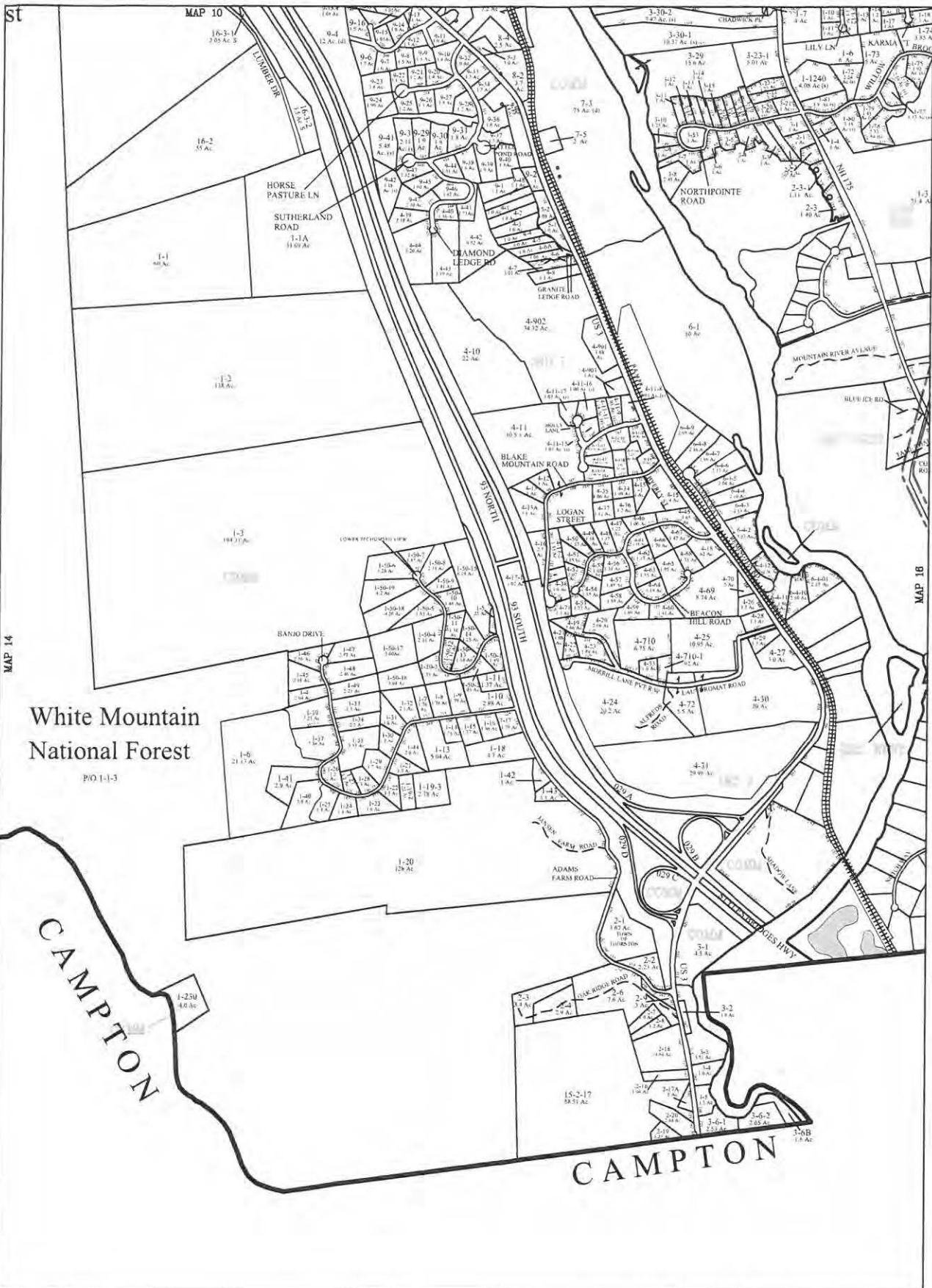


PROPERTY MAP
TOWN OF CAMPTON
GRAFTON COUNTY
NEW HAMPSHIRE

TAX MAP
3
27A pt. INDEX

Data obtained from:
Mountain Mapping, GRANIT
NH DOT and NH DES
Land acreage from Aerial CMA data





White Mountain National Forest

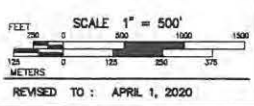
P/O 1-1-3

CAMPTON

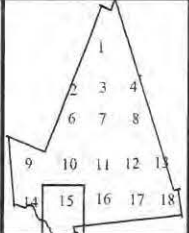
CAMPTON



LEGEND	
AREA SURVEYED
AREA CALCULATED
RECORDED DIMENSION
SCALED DIMENSION
WATER
SUBDIVISION LOT NO.
BUILDING
RIGHT OF WAY/ACCESS
COMMON OWNERSHIP



REVISED TO : APRIL 1, 2020



PROPERTY MAPS
THORNTON
 NEW HAMPSHIRE
MAP 15

THIS MAP IS FOR ASSASSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DETERMINATION OR CONVEYANCE. THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.

REVISED & REPRINTED BY
CAI Technologies
 11 PLEASANT STREET, LITTLETON, NH 03151
 603.522.5450 • WWW.CAITECH.COM