

# RELAX & COMPANY

**Camp Wabasso Acquisition Planning Meeting**

Saturday 8/24 6:30 PM  
Pillsbury Building

**Attendees:** Kearsarge Neighbors/Food Hub/SHEI  
Town of Sutton Selectboard  
Town Administrator  
Potential Donor - Represented by Relax and Company

**What we know:** Camp Wabasso with all of its properties is for sale

The Girl Scouts are seeking proposals by 8/28 @ 5:00 PM

GS stated intentions, keep property together, conserve it, see it used to benefit the people of the area.

GS needs to maximize the value of this sale to get as close to assessed value as possible

Bond Required to Bid

Anonymous Donor is willing to put a gift forward to purchase, re-imagine and endow the camp for the future benefit of the greater community.

There are 4 groups who have expressed putting proposals of some sort forward from the community

There may be other private entities preparing offers as well

**Tonight's Goals:** See if a unified group can work together to enhance the chance of success of purchase and re-opening of the property to benefit the Community.

**Layout of Donors Plan, Reasoning & Schedule**

**Discussion of Plan Pros/Cons**

**Question & Answer Period**



Identified Potential Uses

- Day camp
- Family Camp
- Adult Camp
- Winter Camp
- After school program
- District suspension program
- Environmental camp and education center
- Demonstration farm for food hub
- Teaching farm for food hub
- Public Rec. (swimming, kayaking, sailing, hiking, mountain biking, horseback riding)
- Conservation easement protection of all lands
- Community kitchen and food processing facility
- Ecumenical camps and services
- Workforce training program through kearsarge neighbors
- Retreat center
- Wilderness education center
- Y-Camps, Boy & Girls Club, Scouts, 4H & others for Jamborees, Hikes, Meetings, Etc.

Groups

- Town of Sutton
- Sutton Conservation Committee
- Friends of Wabasso
- SPNHF
- Kawasiwajo Community Land Trust
- LSPA
- Kearsarge Neighborhood Partners
- Sunset Hill Educational Institute
- Kearsarge Food Hub (Sweet Beats)
- Kearsarge School District
- Newport School District
- YMCA Camp Coniston
- Regional Ecumenical Council
- Colby Sawyer and New England College
- UNH environment studies
- Windy Hill School and Other Local Preschools
- Sunapee, NL, Bradford Newbury Sutton, Newport, Warner recreation departments
- Local Boy and Girl Scout troops
- Girls Inc.
- Leadership NH
- Dartmouth Hitchcock Healthy Communities
- New London Hospital Community Health Initiatives

Project Proposal	Stage/Task	Duration	Start	Conclusion	Notes	8/24/24
Gather Community Support		21	8/7	8/28	Meet and gather letters of interest from community partners	
Secure Proposal Bond & Surety		5	8/21	8/26	Complete	
Write Proposal		10	8/18	8/28	Write thorough proposal and assemble offer package	
Respond to all RFMI from GSEMA		?	8/28	Unknown		
Receipt of Notice of Intent to Select						
Transfer Bond to actual cash option for purchase		1	8/29	8/29	Wire Funds	
Propose and secure terms for LOI		2	8/29	8/30	Need letter of intent with more information on the GSEMA Goals for transaction	
Execute LOI		1	9/3	9/3	signing of above	
Enter into Initial Purchase Negotiations		30	9/3	10/3	I would envision 3 to 4 rounds of discussions to finalize parameters of the sale	
Due Diligence Process						
Phase 1 environmental (initial phases as necessary)		60	9/3	11/3	Cannot purchase property without this	
Deferred maintenance review of property		30	9/3	10/3	Have not seen condition of buildings and grounds, need professional assessment	
Boundary & Lidar Survey of Property for base maps for use planning		45	9/3	10/18	Create accurate base maps	
Creation of Natural Assets Inventory and Liability list		60	9/3	11/3	Identify, wildlife habitat, endangered species, wetlands, old growth, etc.	
Identify real property improvements need and wish list		90	9/3	11/3	building on the deferred maintenance plan to start putting together a construction scope	
Creation of Real Property Phase 1 Work (work nec. to operate 2025)		30	11/3	12/3	finalization of above scope	
Property usage Charette & Master Plan		4	10/7	10/11	Thursday-Sunday weekend workshop working with Plan NH to imagine the possibilities and make suggestions	
Prepare proposed property sustainable usage policy		45	10/7	11/22	Mandated by donor for protection of property	
Title research & insurance policy purchase		60	9/3	11/3	Full title research and boundary survey to prepare for purchase and recording	
Final Negotiation of Initial Purchase By Donor						
Negotiate contract to secure conservation easement & tax credits		30	11/3	12/3	working through what is conserved and how (non profit and town cannot monetize conservation tax credits)	
Negotiate contract for acceptable future uses of property		30	11/3	12/3	working through all details to confirm the deeds, easements and covenants all allow us to do what groups foresee	
Negotiate contract for acceptable future transfer of Property		30	11/3	12/3	contract guaranteeing Donor will not hold the property past date certain	
Transfer of property to Donor		1	12/6		closing	
Simultaneous execution/recording of all contract items as outlined above		1	12/6		see above	
Assist Interested Usage Groups in Preparing Use Plans & Operating Docs						
Identify real property needs if selected		60	11/3	1/3	This is the process of selecting which groups will be chosen to participate in leasing the property for operation	
Assist in planning for execution of these needs		60	11/3	1/3	Resources will be made available to groups to help them comply with the requirements of this process	
Review proposed use guidelines and needs of the entities		60	11/3	1/3	Education and negotiation of who, what, where, when	
Research and insure proper oversight is in place by entities		60	11/3	1/3	Helping the leases develop the operating guidelines and backups for using the property	
Confirm proposed funding and insurance is adequate to protect all		60	11/3	1/3	basic need to protect and indemnify owner, donor, and other users	
Develop recommendations of how endowment dollars might be segregated		60	11/3	1/3	Gain and understanding of what it will cost the town/users to do their portion of the work and make sure that is funded	
Negotiation of Use Leases & Stipulations						
Meet with all interested parties to determine need, fit & ability to provide		30	1/3	2/3	Not all who apply will make it this far, this is intended to identify who will ultimately be on the lease (s)	
Negotiate with and select entity(s) to run the property upon transfer		45	1/15	3/1	give and take with those identified above	
Prepare operating agreements and leases for signature upon transfer		15	3/1	3/15	Good fences make good neighbors, we will want to think through and create in depth rules surrounding the leases uses	
Assist entities to begin preparing to operate in Summer '25		90	2/1	5/1	Intend to not miss the summer season	
Publicity and Town Forums						
Coordinate education about the plan		240	9/3	5/3	This is a public project, impossible to maintain anonymity about this project, therefore transparency is the order of the day	

August 20, 2024

Ms. Barbara Fortier  
Chief Executive Officer  
Girls Scouts of Eastern Massachusetts  
265 Beaver Street  
Waltham, Ma. 02452

Re: Camp Wabasso, Sutton, New Hampshire  
Conservation Easement

Dear Barb,

Since its creation in 1950, the primary mission of the Blaisdell Lake Protective Association (BLPA) has been to protect the water quality of Blaisdell Lake and its watershed including Billings Pond. This tireless work by volunteers has provided a wide range of benefits to the generations of families who live, vacation and recreate on the lake, the Town of Sutton, and the Warner River Watershed. These water bodies are healthy right now and we are told that the extensive undeveloped land and waterfront of the Girl Scouts of Eastern Massachusetts' Camp Wabasso has contributed greatly to that healthy status. That status is fragile and is continuously under threat by the excessive use of road salt, the improper maintenance of roads and culverts, extreme runoff from large and repeated rainfall events, warmer temperatures, land development, aging septic systems, and an overall increase in watershed and lake activity.

As it is likely that the Girl Scouts of Eastern Massachusetts (GSEMA) will receive several proposals which may have the potential to impact Blaisdell Lake and/or Billings Pond, we ask that you to consider the following request as we seek to maintain our work towards our Mission. As these large parcels of land change ownership, we feel it is important to have some protections in place in perpetuity at the time of transfer now.

In order to protect one of the last undeveloped properties on the lake and to ensure that its benefits continue to positively benefit Blaisdell Lake and Billings Pond, we are requesting that the GSEMA place a Conservation Easement on the Camp Wabasso property prior to its divestment. This will ensure that the land and our waterbodies will be protected in perpetuity no matter who owns the land. A Conservation Easement held by a separate non-profit conservation group and signed by the Attorney General of NH would guarantee that protection and we would hope that type of document is one you will legally place over the property.

Since the Core Camp Tracts will impact Blaisdell Lake and Billings Pond the most, we request you consider a conservation easement upon the existing wooded area with the following restrictions:

**Core Camp Tracts: Parcel 4 02-763-367, Parcel 5 02-671-248, and Parcel 6 02-663-256**

1. No build and no cut/disturb zone all existing forest, except utilizing the forestry practices defined below.
2. Existing structures and utilities can be maintained and updated as is but not expanded or upgraded, ie bunk houses that are just uninsulated buildings can have roofs replaced but can't be insulated, facilities added etc.
3. No motorized vehicles within 500 feet of the shoreline.
4. Any terrain alterations must follow NH DES Alteration of Terrain best management practices.
5. No more than 30% of the property may be impervious cover.
6. No drawing of water out of the Blaisdell Lake or Billings Pond except for emergency use.
7. No public access to Blaisdell Lake or Billings Pond

**Horse Program Lots and Not Used: Parcel 2 04-742-037, Parcel 3 02-798-448 and Parcel 1 04-712-217**

These lands fall within our watershed and would benefit from the following restrictions:

1. The property shall not be subdivided into parcels of separate distinct ownership, and maybe sold, transferred, devised or conveyed only in its entirety.
2. A 50 foot no cut buffer to any delineated wetlands except utilizing forestry practices as defined below.

**Forestry Practices:**

Management activities shall be in accordance with then current scientifically based practices recommended by University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall be in accordance with "best management practices" as set forth in "Manual of Best Management Practices for Agriculture in New Hampshire" Department of Agriculture, June 1993, and successor publications.

Any forestry on Property shall be performed under the direction of a New Hampshire licensed forester in accordance with a written management plan ("Plan") appropriate for the sites and soils of the Property and current within ten years of harvest that

considers the effects on wetlands and wildlife and incorporates practices applicable to wetlands and wildlife as defined in Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices (New Hampshire Forest Sustainability Work Team) or similar successor publication provided by the Grantee.

We have included a copy of a local conservation easement and have highlighted language—the information we think pertains to all the Girl Scout property at Camp Wabasso. We hope this is helpful to you. Conservation Easements signed by the Attorney General of NH are the only instruments that permanently protect land.

BLPA and its members have worked tirelessly over the last 74 years to protect Blaisdell Lake and Billings Pond and we would greatly appreciate your consideration of this request for the placement of a Conservation Easement on Camp Wabasso lands. We trust that it falls within what the Girl Scouts stand for and what you have already stated as your intent—protection in perpetuity. We would also greatly appreciate a chance to review this conservation easement document.

Thank you for your consideration of this request. Please feel free to call with any questions or if you would like to discuss in further detail.

Sincerely,  
*Cynde Robbins*

Cynde Robbins, President  
Blaisdell Lake Protective Association  
On Behalf of the Board of Directors  
Cell phone: 339-832-9125

Attachment: Pat's Peak CE

CC:  
Sutton Conservation Committee  
Sutton Planning Board  
Sutton Select Board  
NH Lakes Association

② Return to:  
Piscataquog Land Conservancy  
5a Mill Street  
New Boston, NH 03070

7154  
2-  
25-

NH DRA DP-4-L

C/H  
L-CHIP



F-09200

### CONSERVATION EASEMENT DEED

This CONSERVATION EASEMENT DEED is made this 12 day of July, 2012, by **Pat's Peak Inc.**, of P.O. Box 2448, Town of Henniker, County of Merrimack, State of New Hampshire (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, successors, heirs and/or assigns), in favor of the Piscataquog Land Conservancy (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, includes the Grantee's successors and/or assigns), a voluntary (non-profit) corporation duly organized and existing under the laws of the State of New Hampshire, with an address of 5A Mill Street, New Boston, County of Hillsborough, New Hampshire 03070, having been determined by the Internal Revenue Service to be a Section 501(c)(3) income tax exempt, publicly supported organization, and with an Executory Interest (as described in Section 10, below) to the State of New Hampshire, acting through the Department of Environmental Services (sometimes referred to as the "State", or the "Department", and otherwise hereinafter referred to as the "Executory Interest Holder").

**This transfer is exempt from NH Real Estate Transfer Tax pursuant to RSA 78-B:2(1).**

### DECLARATIONS AND GRANT

**WHEREAS**, Parties agree that Grantor is the owner in fee simple of two parcels of real property known as tax assessors lots 1-737 and 1-655, located in the Town of Henniker, County of Merrimack, State of New Hampshire, more particularly described in a plan entitled "Conservation Easement Plan of Tax Lots 655 & 737 Craney Pond Road, Henniker, New Hampshire" prepared by Dahlberg Land Services Inc., dated February 21, 2012, hereinafter the "Plan" and recorded at the Merrimack County Registry of Deeds as plan # 19976. This Conservation Easement Deed shall cover the area identified on the "Plan" as "Proposed Conservation Easement #1" and "Proposed Conservation Easement #2", more particularly described in Exhibit A, attached hereto and incorporated by this reference (the "Property"), and



LT1-2-816295-1



LT2-3326-425-16

**WHEREAS**, Parties agree that Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect in perpetuity the Conservation Attributes of the Property (as defined in Section 1 below); and

**WHEREAS**, Parties agree that Grantor intends that this grant be consistent with applicable provisions of New Hampshire RSA 477:45-47 and of the Internal Revenue Code Section 170(h), as each may be amended;

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of New Hampshire and in particular New Hampshire RSA 477:45-47, Grantor hereby voluntarily grants and conveys to Grantee, with **WARRANTY COVENANTS**, this Conservation Easement in perpetuity over the Property exclusively for conservation purposes of the nature and character and to the extent herein set forth ("Easement"); Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Attributes of the Property for the public benefit of this generation and the generations to come.

**1. PURPOSES** The Purposes of this Easement are to assure that the Property will be retained forever in its open space condition, to assure that the Conservation Attributes of the Property, as expressed herein, are protected, and to prevent any use of the Property that will significantly impair or interfere with the integrity of the Conservation Attributes of the Property.

Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the following (collectively, the "Purposes").

- A. To protect the natural habitat, wetlands, and uplands of the Property; and
- B. To protect the undeveloped water frontage of that portion of the shore of Craney Pond upon which the Property fronts, and
- C. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property; so that the Property retains its natural qualities and functions; and
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property while allowing the reserved rights of Grantor as allowed under Section 3.
- E. The above Purposes are consistent with and in furtherance of the clearly delineated conservation, preservation, and open space goals and/or objectives stated in the 2002 Master Plan of the Town of Henniker, which goals/objectives include: to conserve, protect, and preserve its natural resources, including but not limited to, ground and surface waters, agricultural and forest land, and wildlife habitat, in order to preserve the character of the community; and, with New Hampshire RSA 79-A which states: It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources.



**2. USE LIMITATIONS** The following limitations of activities and uses are expressly imposed on the Property.

A. The Property shall be maintained in perpetuity as open space, and except as otherwise expressly permitted herein, no industrial or commercial use or activity shall be conducted on the Property, except forestry or those activities expressly included in Section 3 below: Reserved Rights of Grantor, and provided that such uses shall not degrade the conservation purposes of the easement in any material respect. No use of shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the intent of the Easement, that being the perpetual protection and preservation of the Property, as more particularly described in Section I herein.

i. For purposes hereof, "forestry" shall be defined as the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction and maintenance of logging roads or other accessways for the purpose of removing forest products from the Property, all as not detrimental to the Purposes of this Easements. "Commercial" is defined to mean production, sale, or transportation for value.

ii. "Commercial" is defined to mean production, sale, or transportation for value. Any commercial agriculture on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan for the sites and soils of the Property, said plan based on long-term management objectives consistent with the purposes and use limitations of this Easement. Management activities shall be in accordance with then current scientifically based practices recommended by University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall be in accordance with "best management practices" as set forth in "Manual of Best Management Practices for Agriculture in New Hampshire" NH Department of Agriculture, June 1993, and successor publications.

iii. Any commercial forestry on the Property shall be performed under the direction of a New Hampshire licensed forester in accordance with a written management plan ("Plan") appropriate for the sites and soils of the Property and current within ten years of harvest that considers the effects on wetlands and wildlife and incorporates practices applicable to wetlands and wildlife as defined in Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices (New Hampshire Forest Sustainability Work Team) or similar successor publication provided by the Grantee.

iv. At least sixty days (60) prior to any timber harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person who has been approved in advance and in writing by Grantee, that the Plan for the Property has been prepared in compliance with the terms of this Easement and that proposed harvesting activities conform with the Plan.

B. The Property shall not be subdivided into parcels of separate distinct ownership, and may be sold, transferred, devised or conveyed only in its entirety.

C. No building, structure or improvement of any kind, including but not limited to, a dwelling, septic system, tennis court, cabin, residential driveway, dock, swimming pool, aircraft landing strip, tower, mobile home or commercial structure shall be constructed, placed or introduced onto the Property except for structures or improvements that are necessary in the accomplishment of the forestry, habitat management, low impact outdoor recreational, educational, or conservation uses of the Property, as are necessary to the Reserved Rights of Grantor; and as are not detrimental to the Purposes of this Easement. including but not limited to a gravel, dirt, or other permeable-surface road, fence, culvert, barn, or shed. Any structure with permanent foundations or impermeable flooring requires notification of Grantee prior to construction.

i. For purposes of this Easement, low-impact outdoor recreational activities shall include such activities as hiking, swimming, cross-country skiing, snowshoeing, horseback riding, hunting and mountain biking

ii. For purposes of this Easement, "education" shall mean field trip and outdoor instructional use, nature observation and interpretation in the out-of-doors, scientific research in areas related to ecological systems and environmental conservation, and other such activities which promote a broad understanding of wildlife and natural resource management. Education uses do not include the building of educational facilities of any type and shall be conducted under the auspices of the Piscataquog Land Conservancy or its permitted successors or assigns, subject to the prior written permission of the Grantor.

D. No removal or other disturbance of the soil surface and no changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed on the Property that would be likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters, or would be likely to harm state or federally recognized rare, endangered, or threatened species or species of special concern or exemplary natural communities. Such determination of harm to species or communities shall be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species. Furthermore, none of the aforementioned activities shall be allowed except as necessary for the accomplishment of the forestry, habitat management, low impact outdoor recreational, educational or conservation uses of the Property, or Grantor's Reserved Rights, and provided that they are not "detrimental to the Purposes of this Easement". For purposes of this Subsection 2.D., it is understood that disturbance or erosion of the shore frontage or other impacts resulting from fluctuations in the water level of Craney Pond above or below the mean high water mark, which fluctuations are permitted by any then current governmental permit, shall not be deemed to be, in and of themselves, "detrimental to the Purposes of this Easement". Prior to the commencement of any such activities, all necessary federal, state and local permits and approvals shall be obtained and such notices as may be required under Section 8 of this Easement shall be delivered.

E. No outdoor advertising structure such as signs or billboards shall be displayed on the Property, except as necessary for the accomplishment of the forestry, habitat management, low impact outdoor recreational, educational or conservation uses of the Property and provided that such structures are not detrimental to th Purposes of this Easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, peat, sand, sod, top soil or other similar materials on the Property, except as necessary for improvements made pursuant to the provisions of paragraphs 2.B, D, E, or F above or done pursuant to Grantor's Reserved Rights. Removal from the Property of such rocks, minerals, gravel, peat, sand, sod, top soil or other similar materials shall be subject to approval by Grantee; in no case shall such materials be removed from the Property for commercial sale by Grantor or any other party.

G. There shall be no application, dumping, injection, or burial of materials known to be or suspected of being environmentally hazardous or detrimental to the Purposes of this Easement on the Property.

H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement. Grantee may grant permission for any rights-of-way or easements of ingress or egress if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress are consistent with the Purposes of this Easement.

I. Grantor may not give permission for the use or operation of motorized vehicles on the Property, except as may be necessary for the accomplishment of the forestry, habitat management or conservation uses of the Property. Further, Grantor shall post the Property as necessary notifying the public that the landowner does not permit the use of motorized vehicles. For the purposes of this Easement, the term "motorized vehicles" shall include but not be limited to: all terrain vehicles, motorcycles, dirt bikes, and snowmobiles.

J. In order to protect water quality and aquatic habitat of Craney Pond, there shall be maintained along and within 100 feet of the shoreline of Craney Pond a buffer zone of natural vegetation. No new bridge, road or other manmade structure shall be permitted in this zone, and natural vegetation shall be left essentially undisturbed within 100 feet of the shoreline of Craney Pond to help ensure cool temperatures, help stabilize banks, and provide cover, food for terrestrial and aquatic organisms, perches, and nesting habitat. These provisions do not in any way reduce the right of Grantor or Grantor and Grantee collectively to remove invasive species from the buffer zone.

K. No use shall be made of the Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its reasonable discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations to existing uses or structures, are consistent with the Purposes of this Grant.

**3. RESERVED RIGHTS OF THE GRANTOR.** Grantor reserves all rights accruing from ownership of the Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. There is reserved in favor of Grantor, the right to collect and draw water out of Craney Pond and the right to operate any of the dams, spillways or outlets affecting Craney Pond for exclusive use of the Pat's Peak Ski Resort; provided that, in exercising that right, Grantor obtains all necessary governmental permits and Grantor utilizes all practicable means to minimize adverse impacts to the Pond, buffer, and Property. Grantee acknowledges that fluctuations in the water level of Craney Pond above or below the mean high water mark, which fluctuations are consistent with any then current governmental permit, and such disturbance or erosion of the shore frontage as may result from such fluctuations shall not, in and of themselves, constitute a violation of this Easement.

B. To construct, utilize, and maintain walking, cross country skiing or biking trails on the Property for the purpose of providing non-motorized, low impact recreational access. Such trail(s) shall be located and constructed in an area and manner that is mutually acceptable to the Grantor and the Grantee, and shall not be detrimental to the Purposes of this Easement, and in addition shall not be within the 100 foot buffer zone of natural vegetation as described in Section 2 J. above. Any improvements or alterations of existing trails shall consider the effects on wetlands and wildlife and shall incorporate practices applicable to trail construction, location and maintenance as defined in the State of New Hampshire Department of Resources and Economic Development Division of Parks and Recreation Bureau of Trails publication "Best Management Practices For Erosion Control During Trail Maintenance and Construction" Copyright 1994 and Updated 2004 or similar successor publication provided by or approved in writing by the Grantee.

C. Grantor may groom and maintain, at Grantors sole cost and expense, any hiking, hunting, cross-country skiing, snow shoeing, horseback riding or mountain biking trails on or across the Property provided that the Grantor shall maintain liability insurance with limits reasonably expected to protect both Grantor and Grantee (as an additional insured) against claims for personal injury or property damage made by any person using any such trails who may have paid a fee to the Pat's Peak Ski Resort for the privilege of said use.

D. The Grantor shall have the right to post the Property against public access and use at Grantors sole discretion.

**4. AFFIRMATIVE RIGHTS OF GRANTEE.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

B. To prevent any activity on, or use of, the Property that is inconsistent with the Purposes of this Easement, and at its discretion to require the restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, pursuant to Section 6 hereof;

C. To conduct educational activities, pursuant to Section 2. C. ii; and

D. To install small conservation signs around the perimeter of the Property, and one Property Identification sign on the Property at a location mutually agreeable to Grantor and Grantee, for purposes of identifying the Property as a conservation land protected by the Grantee.

**5. NOTICES** All notices, requests and other communications, required or permitted to be given under this Easement, shall be in writing and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as Grantor and Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

**6. NOTICES OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS**

The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, such as is provided for in Sections 2 and 3, is to afford Grantee an opportunity to ensure that the activities in question are designed in a manner consistent with the Purposes of this Easement. Unless otherwise indicated, whenever notice is required Grantor shall notify Grantee in writing not less than sixty days (60) prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purposes of this Easement. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request therefore. Said approval shall not be unreasonably withheld.

**7. RESOLUTION OF DISPUTES**

A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes 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 a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.

B. If informal dialogue does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such request, the parties shall agree on a single impartial mediator. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.

C. If the parties do not refer the matter to mediation or if the dispute has not been resolved by mediation within sixty (60) days after the delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, upon the Grantor's continued agreement not to proceed with the disputed use or activity pending resolution.

D. The disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 6.

## **8. BREACH OF EASEMENT – GRANTEE’S REMEDIES**

A. If the Grantee determines that a breach of this Easement has occurred or a threat of breach exists, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach; where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, terminate said conduct, and repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take proper action under the preceding paragraph, or fails to continue diligently to cure said breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require restoration of the Property to the condition that existed prior to any such injury.

D. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Grantor’s liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

E. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 7 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

F. The Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this easement. The Grantor agrees that the Grantee's remedies at law for any violation of the terms this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 7.C, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

G. Provided that the Grantor is directly or primarily responsible for the breach, and if a court of law determines such responsibility, all reasonable costs incurred by the Grantee in enforcing the terms of the Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the above, if Grantee initiates litigation against the Grantor to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.

H. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

I. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and equitable remedies against any third party responsible for any actions detrimental to the purposes of this Easement.

J. Any delay or forbearance by Grantee in exercising its rights under this Easement in the event of any breach of any term thereof shall not be deemed or construed to be a waiver by Grantee of its rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy, or be construed as a waiver thereof. The Grantor hereby waives any defense of laches, estoppel, or prescription.

**9. TAXES AND MAINTENANCE** The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

**10. EXECUTORY INTEREST**

A. If The Piscataquog Land Conservancy ceases to exist or ceases to function as a qualified conservation organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, in the opinion of the State of New Hampshire, Department of Environmental Services, (sometimes herein referred to as the Executory Interest Holder), then the Grantee's interest in the Easement shall immediately vest in, and shall be deemed to have been transferred and assigned to, the State of New Hampshire, Department of Environmental Services. In order to effectuate such vesting, the State of New Hampshire, Department of Environmental Services shall file an affidavit with the Merrimack and Hillsborough County Registries of Deeds, which shall state: that to the best of the State of New Hampshire, Department of Environmental Services knowledge, the Piscataquog Land Conservancy has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3), as the case may be; that said filing is made pursuant to the terms and conditions of this Assignment; and that the Grantee's interest in the Easement has vested in the State of New Hampshire, Department of Environmental Services.

B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section, Benefits, Burdens and Assignments, below. Any such assignee or transferee shall have like power of assignment or transfer.

**11. BENEFITS, BURDENS AND ASSIGNMENT** The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government or any subdivision of either of them, consistently with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h) of said Code and applicable regulations promulgated thereunder, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. As a condition of such assignment, Grantee shall require that the Purposes which this Easement is intended to advance, continue to be carried out. Any such assignee or transferee shall have like power of assignment or transfer.

**12. BASELINE DOCUMENTATION** In order to establish the present condition of the Property and its Conservation Attributes, Grantee has examined the Property and prepared a report (the Baseline Documentation Report) identifying the Property's relevant features and conditions, its improvements, and some of its natural resources, and specifying the particular Conservation Attributes associated with this Property. The Baseline Documentation Report has been signed by Grantor and Grantee, thereby acknowledging it to represent accurately the condition of the Property at the date of the conveyance of this Easement, and is filed with Grantee. The parties intend that the Baseline Documentation shall be used by Grantee to monitor Grantor's future uses of the Property, the condition thereof, and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Property



or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

**13. ADDITIONAL EASEMENT** Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 9 above accepts and records the additional easement.

**14. SUBSEQUENT TRANSFERS** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests him/herself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

**15. CONDEMNATION/EXTINGUISHMENT**

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.

C. The Grantee shall use its share of the proceeds resulting from extinguishment or condemnation in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

**16. MERGER** The Grantor and Grantee explicitly agree that it is in their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

**17. GENERAL PROVISIONS**

- A. Controlling Law The interpretation and performance of this Easement shall be governed by the laws of the State of New Hampshire.
- B. Liberal Construction Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- D. Entire Agreement This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- E. Prior Rights This Easement is subject to existing easement and restrictions of record, if any.

**The Grantee**, by accepting and recording this Easement for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the purposes of this Easement.

(Signature pages to follow)

MCRD

EXECUTED this 10<sup>th</sup> day of July, 2012

**Pats Peak Inc.**

By: Wayne Patenaude  
Wayne Patenaude, President  
Duly Authorized

The State of New Hampshire  
County of Merrimack

Personally appeared this 10<sup>th</sup> day of July, 2012 and acknowledged the foregoing to be his/her/their voluntary act and deed.




Before me, Linda White  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_  
LINDA A. WHITE, Notary Public  
My Commission Expires June 22, 2016

MCRD


ACCEPTED this 12<sup>th</sup> day of July, 2012.

**Piscataquog Land Conservancy**

By:   
Paula S. Bellemore, Executive Director  
Duly Authorized

The State of New Hampshire  
County of Merrimack

Personally appeared this 12 day of July, 2012 and acknowledged the foregoing to be his/her/their voluntary act and deed.

Before me,   
Justice of the Peace/Notary Public

My commission expires: 5-12-15

MCRD

ACCEPTED this 10 day of July, 2012:

BY: The State of New Hampshire, acting through the Department of Environmental Services

Lori L. Sommer  
Lori L. Sommer, Duly Authorized

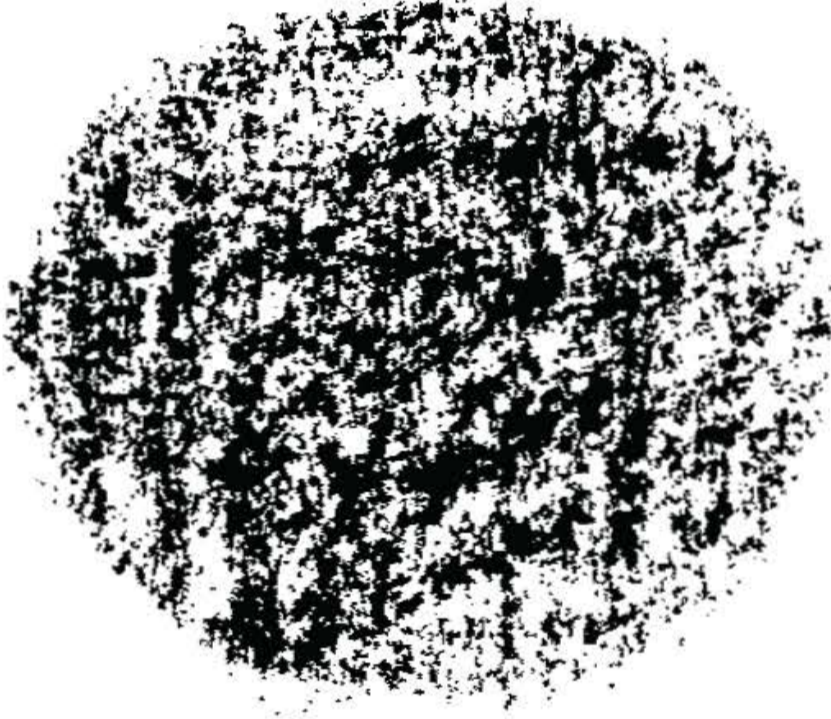
The State of New Hampshire  
County of Merrimack

Personally appeared this 10<sup>th</sup> day of July, 2012 and acknowledged the foregoing to be his/her/their voluntary act and deed.

Before me, Bonita H. Bleggi  
Justice of the Peace/Notary Public

**BONITA H. BLEGGI, Notary Public**  
**My Commission Expires March 24, 2015**

My commission expires: \_\_\_\_\_



MCRD

**EXHIBIT A**

A Conservation Easement defined above affecting two certain parcels of land in the Town of **Henniker**, County of **Merrimack** and State of New Hampshire, described as follows:

**PARCEL 1:** Parcel 1 contains 6.50 acres, more or less, and is shown as "Proposed Conservation Easement #1" on plan entitled "Conservation Easement Plan, Tax Lots 655 & 737, Craney Pond Road, Henniker, New Hampshire" prepared by Dahlberg Land Services, Inc., as Job No. 632-01, recorded at the Merrimack County Registry of Deeds as Plan No. 19976.

Being part of a parcel of land conveyed to Pat's Peak, Inc. by deed of Thomas Henry Chase dated August 19, 2010, recorded at the Merrimack County Registry of Deeds at Book 3209, Page 330, and

For title reference, see deed to Pat's Peak, Inc. from Merle R. and Marjorie S. Patenaude dated December 24, 1999 and recorded at said Registry at Book 2189, Page 554.

**PARCEL 2:** A certain parcel of land containing 6.696 acres, more or less, and being shown as "Proposed Conservation Easement #2" as shown on the above referenced Conservation Easement Plan.

Parcel 2 is a part of the premises conveyed to Pat's Peak, Inc. by deed of Merle R. and Marjorie Patenaude dated December 24, 1999 and recorded in said Registry at Book 2189, Page 554.

MCRD

MERRIMACK COUNTY RECORDS

*Kathi L. Gray*, CPO, Register

**From:** [Jim Bruss](#)  
**To:** [Julia Jones](#)  
**Subject:** Re: Camp Wabasso--Conservation Easement request from Blaisdell Lake Protective Association  
**Date:** Saturday, August 24, 2024 4:38:11 PM  
**Attachments:** [Bruss, James.png](#)

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I fully support the desire to conserve the land. However, this presents a significant lost opportunity. If the donor conserves the land they can receive 5-7 million in tax credits which they can use to satisfy their existing tax bill. The donor would then turn around and donate the funds saved on taxes to this project. That is not an option if a non profit conserves the land.

Not sure how to go about approaching them to get them to withdraw this if possible and sign on to our plan, but in essence this wastes would could be as much as 6-7 million in tax credit funds which create a larger endowment.

Many Thanks, Jim

On Sat, Aug 24, 2024 at 8:58 AM Julia Jones <[townadmin@sutton-nh.org](mailto:townadmin@sutton-nh.org)> wrote:

Please see attached for your review.

Get [Outlook for iOS](#)

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**From:** Cynde Robbins <[Cynde.robbins@comcast.net](mailto:Cynde.robbins@comcast.net)>  
**Sent:** Saturday, August 24, 2024 8:33:39 AM  
**To:** Julia Jones <[townadmin@sutton-nh.org](mailto:townadmin@sutton-nh.org)>  
**Subject:** Fwd: Camp Wabasso--Conservation Easement request from Blaisdell Lake Protective Association

Julia and the Board of Selectman, FYI, Cynde

Begin forwarded message:

**From:** Cynde Robbins <[Cynde.robbins@comcast.net](mailto:Cynde.robbins@comcast.net)>  
**Subject:** **Camp Wabasso--Conservation Easement request from Blaisdell Lake Protective Association**  
**Date:** August 23, 2024 at 5:21:20 PM EDT  
**To:** [customer-care@gsema.org](mailto:customer-care@gsema.org)

Hi Barb, Please find the attached letter from the Board of Directors of Blaisdell Lake Protective Association and copy of a Conservation Easement of a local Henniker property. All the best, Cynde

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# James Bruss

Principal, Senior Property Manager

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Direct Line: 603-526-8192

Cell Phone: 603-344-1556

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*For property related emergencies, not requiring fire department response, please call (603) 526-2436 and choose option #1 to be connected to our 24/7 on call staff.*

[www.relaxandcompany.com](http://www.relaxandcompany.com) - [603-526-2436](tel:6035262436)

