



# New Hampshire Fish and Game Department

YOR 24

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Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964  
FAX (603) 271-1438  
E-mail: info@wildlife.nh.gov

March 21, 2017

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

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to acquire fee title to 149+/- acres in Londonderry, New Hampshire from the Southeast Land Trust of New Hampshire (Vendor Code 155425), for \$650,000, effective upon Governor and Council approval through June 30, 2017. Funding is 30% Federal, 70% Other (Wildlife Habitat Funds).

Funding for this purchase is available as follows:

<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		<u>FY2017</u>
020-07500-21550000-033-500845	Habitat Acquisition and Management	\$650,000

### EXPLANATION

NHFG proposes to purchase fee title to 149 acres in two parcels located in Londonderry in the amount of \$650,000. The fair market value of the two parcels has been determined by a certified general real estate appraiser to be \$803,000. The Department proposes to use \$200,000 of US Fish and Wildlife Service Wildlife Restoration Funds, a \$400,000 grant from the Aquatic Mitigation Fund and \$50,000 of NHFG Nongame funds. The remainder of the required funds are being provided by our partners in this project, the Mathes Family Limited Partnership and the Southeast Land Trust of New Hampshire. The parcels are adjacent to the Town of Londonderry's Musquash Swamp Conservation Area and contain significant habitat for birds, mammals, reptiles and amphibians. The property will be open to the public for hunting and other wildlife related recreational activities.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

# STATE OF NEW HAMPSHIRE

Inter-Department Communication

**DATE** March 17, 2017

**FROM:** Christopher G. Aslin  
Assistant Attorney General

**AT (OFFICE)** Department of Justice  
Environmental Protection Bureau

**SUBJECT:** Mathes Properties, Londonderry NH acquisition

**TO:** Richard Cook, Land Agent  
New Hampshire Fish and Game Department

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The Office of the Attorney General has reviewed the title work, Warranty Deeds, and supporting documents, as outlined in your memo dated March 10, 2017, for the properties located in the Town of Londonderry, New Hampshire owned by the Mathes Family Limited Partnership, and pursuant to RSA 212:7 approves the title of the property for acquisition. The Warranty Deeds provided are approved for form and substance only. Following approval by Governor and Council, the fully executed Warranty Deeds should be submitted to this office for approval of execution prior to recording in the Registry of Deeds.

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64227



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of February A.D. 2017.

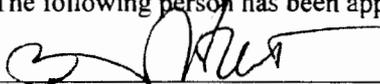
A handwritten signature in cursive script, appearing to read "Wm Gardner".

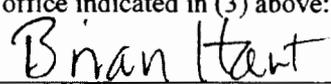
William M. Gardner  
Secretary of State

**CERTIFICATE of AUTHORITY and VOTE**

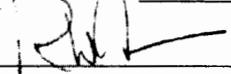
I, Roger Stephenson, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

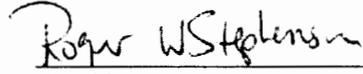
- 1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
- 2. At the March 16, 2017 meeting of the Board of Directors of the Southeast Land Trust of New Hampshire, the Board approved on behalf of the organization to enter into an Agreement with the New Hampshire Fish & Game Department and for SELT to accept funding for and to acquire the Mathes parcels in Londonderry, NH and transfer the Mathes Parcels from SELT to NHFG;
- 3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents related to the actions in item (2) above;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

  
 \_\_\_\_\_  
 Brian Hart

  
 \_\_\_\_\_  
 Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on this date 3-16-17.

  
 \_\_\_\_\_  
 Roger Stephenson

  
 \_\_\_\_\_  
 President

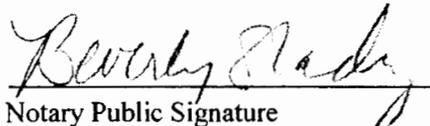
**STATE OF NEW HAMPSHIRE**

**County of Rockingham**

On this the 16<sup>th</sup> day of March, before me Beverly Shadley  
 \_\_\_\_\_  
 Notary Public

the undersigned officer, personally appeared Roger Stephenson who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

  
 \_\_\_\_\_  
 Notary Public Signature

Commission Expiration Date: 3/23/21  
 (Seal)

**BEVERLY A. SHADLEY, Notary Public**  
**State of New Hampshire**  
 My Commission Expires March 23, 2021

THIS IS A CONVEYANCE TO AN INSTRUMENTALITY OF THE STATE OF NEW HAMPSHIRE WHICH IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PUSUANT TO NEW HAMPSHIRE RSA 78-b:2, I AND FROM THE LCHIP SURCHARGE PUSUANT TO RSA 478:17-g, II.

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS **Southeast Land Trust of New Hampshire**, with an address of 6 Center Street Exeter, County of Rockingham, State of New Hampshire 03833(hereinafter 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, heirs, successors and assigns), for consideration paid, with WARRANTY covenants, grants in perpetuity to **THE STATE OF NEW HAMPSHIRE acting by and through its FISH AND GAME DEPARTMENT**, with an address of 11 Hazen Drive, Concord, County of Merrimack, State of New Hampshire 03301(the Grantee), the following:

Certain tracts or parcels of land identified as Town of Londonderry Tax Map 8, Lots 10 & 21 totaling 149+/-acres being unimproved land situated on Preserve Drive in the Town of Londonderry, County of Rockingham, State of New Hampshire, with said Property more particularly bounded and described in Appendix "A" attached hereto and made a part hereof. And on a plan set dated \_\_\_\_\_ prepared by, titled " \_\_\_\_\_", Sheets \_\_ through \_\_ inclusive (the "Plan") on file with the State and recorded in the Rockingham County Registry of Deeds, Plan # \_\_\_\_\_.

This property was acquired in part with funding received by the State of New Hampshire through Grant Agreement F14AF01270 between the U.S. Fish and Wildlife Service (the Service) and the State of New Hampshire Fish and Game Department as grantee. All present and future uses of the protected property are and shall remain subject to the terms and conditions described in the Notice of Grant Agreement, attached hereto and recorded herewith in Rockingham County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

The parties acknowledge that this property was acquired , in part, with funds provided by New Hampshire Aquatic Resources Mitigation Fund In-lieu Fee Program pursuant to NH RSA

477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

The Property hereby conveyed is subject to the following Executory Interest and deed restrictions contained in the Grantor's deed and restated herewith:

An Executory Interest with Covenants and Power Contingent Right of Termination as described below to the **State of New Hampshire acting through the Land and Community Heritage Investment Program**, with a principal place of business at 13 West Street, Suite 3, City of Concord, County of Merrimack, State of New Hampshire, 03301, (sometimes referred to as "LCHIP", and otherwise hereinafter referred to as the "Executory Interest Holder"). Said Executory Interest with Covenants and Contingent Right of Termination is more fully described herein.

The Parties hereby acknowledge that the Property has been acquired in part with a \$xx,xxx.00 financial assistance award from the New Hampshire Land and Community Heritage Investment Program, which award places certain restrictions on the Property as more fully described below and continuing obligations on the Grantee, its successors and assigns (the Landowner) as described in a Project Agreement recorded herewith.

In accordance with NH RSA 227-M, the Property shall be held in public trust and used and applied for the purposes of NH RSA 227-M which states:  
"the intent of the Program is to conserve and preserve this state's most important natural, cultural and historical resources through the acquisition of lands and cultural and historical resources, or interests therein, of local, regional and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment and overall quality of life", and with the United States Internal Revenue Code, Section 170(h)."

Notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of this Property to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of this Property from public trust is prohibited, except as provided in RSA 227-M:13,

Any acts, uses or management activities undertaken on the Property shall not materially impair the conservation values of the Property as described in the Property Condition Report, developed and maintained by the Landowner with copies provided to the Executory Interest Holder and incorporated herein by reference, (hereinafter the "**Conservation Values**") nor harm state or federally recognized rare, threatened, endangered species or other species of conservation concern, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State as having responsibility for identification and/or conservation of such species, nor harm state or federally recognized historical or archeological resources, such determination of harm to be made based upon information from the New Hampshire Division of Historic Resources or the

agency then recognized by the State as having responsibility for identification and/or conservation of such resources

The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry and wildlife habitat management, and provided that the productive capacity of the Property to produce forest products shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion. Unless otherwise allowed herein, no activities or uses of the Property detrimental to the Conservation Values of the Property or inconsistent with the purposes of NH RSA 227-M shall be permitted.

All permitted forest management or wildlife habitat management activities conducted on the Property shall be carried out in a manner consistent with the then current scientifically-based practices recommended by the University of New Hampshire Cooperative Extension Service, U. S. Natural Resources Conservation Service, or other similar government natural resource conservation and management service.

All permitted forestry conducted on the Property shall comply with the following additional restrictions:

1. Definitions:

A. For the purposes hereof, "Riparian Buffers" shall be the areas within 100 feet of streams and Significant Wetlands as defined below. The Riparian Buffer shall be measured from the stream edge at the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian buffer shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian buffer shall be measured from the boundary of the upland edge of the wetland area.

B. For the purposes hereof, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant Wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant Wetlands may include, but are not necessarily limited to:

- a. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape). See [insert web link] for further explanation of the characteristics of an exemplary wetland.
- b. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau

(NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context. See [insert web link] for further explanation of S rankings.

- c. New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.
- d. Wetlands providing habitat for Endangered Species, Threatened Species, and Species of Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

2. For the purposes hereof, forestry shall not be performed in forested wetland areas which are wetland areas dominated by trees or woody vegetation 20 feet or taller; or shall not be performed in Significant Wetlands areas, as defined in Paragraph 1.B above.

3. For the purposes hereof, forestry within the Riparian Buffer as defined in Paragraph 1.A above, and within Significant Wetlands as defined in Paragraph 1.B above, shall adhere to the following additional restrictions:

- a. No soil disturbance, tree cutting or removal shall occur, and no herbicides or pesticides shall be used.
- b. No skid trails, log landings, or access roads shall be constructed, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

There shall be no structure or improvement constructed, placed, or introduced onto the Property, except for structures and improvements which are i) necessary in the accomplishment of the permitted uses of the Property and consistent with the purposes of NH RSA 227-M and ii) not detrimental to the Conservation Values of the Property.

There shall be:

- a. no dumping, storage, injection, burning or burial of man-made materials, building demolition or construction debris, trash, tires, municipal plowed snow, vehicle bodies or parts or similar materials, or materials known to be environmentally hazardous be permitted on the Property,
- b. no disturbance of the surface, or alteration of the topography, of any portion of the Property allowed, except as may be necessary to further the permitted uses as defined herein, and
- c. no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property, except as necessary to carry out the permitted uses herein, and in no case shall such rocks, minerals, gravel, sand, topsoil, or other similar materials be removed from the Property.

Landowner shall not give, grant, sell, convey, transfer, mortgage, pledge, or in any way encumber the Property without the prior written approval of the Executory Interest Holder. Specifically, the following actions shall not be permitted without the prior written approval of the Executory Interest Holder:

- a. Creation, grant, or development of rights of way or easements of ingress or egress in favor of any third party into, under, over, or across the Property, except those of record as of the execution of this deed,
- b. Subdivision or any action that would effectively subdivide the Property, such that the Property may be conveyed only in its entirety, except that a short-term lease shall not be considered a breach of this covenant.

There is hereby conveyed pedestrian access to, on, and across the Property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. Landowner may post against or limit such access, with prior approval of the Executory Interest Holder, if such activities become inconsistent with the purposes for protecting the Property and/or when public safety would be at risk. Notwithstanding the above, Landowner shall have the right to post against vehicles, motorized or otherwise, and against access to forest land during harvesting, wildlife habitat management or establishment of plantations.

The Executory Interest Holder shall have reasonable access to the Property and all of its parts for such inspection as the Executory Interest Holder finds necessary to determine compliance with and enforce the terms contained herein, to exercise the rights conveyed hereby, to carry out the duties assumed by the Executory Interest Holder, and to maintain the Property boundaries if it so chooses. In the event of an emergency, the Executory Interest Holder may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Landowner or Landowner's representative at the earliest practicable time.

Should Landowner cease to adhere to the conditions in this Deed or to perform their obligations under this Deed within thirty (30) days after receipt of written notice of a material breach, delivered in hand or by certified mail, return receipt requested, from the Executory Interest Holder, or if the Landowner fails to continue diligently to cure any breach until finally cured, then the Executory Interest Holder shall have the right to enforce the conditions of this Deed by binding arbitration (if agreed to by both parties), by administrative proceedings as may be provided by law, or by an action at law or in equity in a court of competent jurisdiction.

Further, the Executory Interest Holder, on behalf of the State of New Hampshire, having first obtained the approval of the Regional Director of the U. S. Fish and Wildlife Service as specified in the Notice of Grant Agreement, recorded herewith as Exhibit B, shall also have the right and power, but not the obligation to terminate the interest of the Landowner in the Property in the event a material breach has not been cured after reasonable notice and opportunity to cure by recording a Notice in the Rockingham County Registry of Deeds declaring that it is exercising its power of termination and giving Landowner a period of at least ninety (90) days from the date of Landowner's receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Executory

Interest Holder), then the termination shall become final and all legal and equitable fee simple title shall be vested automatically in the Executory Interest Holder, which shall assume and thereafter possess all interests, rights, responsibilities, and duties of record previously granted to and incumbent upon the Landowner at that point.

In the event the Executory Interest Holder exercises its right of enforcement or power of termination, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement or termination of this deed from the Landowner, including, but not limited to, attorney's fees and expenses related to Landowner's acts or failure to act.

Nothing herein shall be construed to entitle the Executory Interest Holder to institute any enforcement proceedings against the Landowner, or to recover costs or attorney's fees from Landowner, for any changes to the Property due to causes beyond the Landowner's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons, and any such occurrence shall not be deemed a material breach entitling the Executory Interest Holder to exercise its power of termination hereunder.

The interests held by the Executory Interest Holder are assignable or transferable to any party qualified by the State of New Hampshire to become the Executory Interest Holders' assignee or transferee, who shall have like power upon such assignment or transfer. In the event of any foreclosure or other exercise of rights under this right of termination by the Executory Interest Holder, its successors and assigns, the Property secured thereby shall continue to be subject to all of the covenants, restrictions and other terms and conditions set forth in this deed and in the Project Agreement attached hereto and incorporated herein. The restrictions above shall be enforceable in perpetuity by actions at law or by proceedings in equity.

The Executory Interest Holder shall be under no obligation to maintain the Property or to pay any taxes, liens or assessments thereon.

Should the Landowner determine that the expressed Purposes of this deed would better be effectuated by the conveyance of a conservation easement, Landowner may, with prior approval of the Executory Interest Holder and the Regional Director of the U. S. Fish and Wildlife Service, execute an additional instrument to that effect, provided the additional provisions do not conflict with this deed's provisions, that the Purposes for protecting this Property are not diminished thereby, and that any future conservation easement shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the Purposes of the easement. Any such assignee or transferee shall have like power of assignment or transfer.

Any easement, mortgage, or lien arising after the date of execution of this deed shall be subordinated, by operation of law or otherwise, to the terms of this deed.

Landowner and Executory Interest Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the deed set forth herein are to last in perpetuity and that, to that end, no acquisition of the fee interest in the Property by the Executory Interest Holder shall be deemed to eliminate the covenants, restrictions or terms of this deed, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine. In the event of any foreclosure or other exercise of rights under the power of termination included herein by the Executory Interest Holder, the Property secured thereby shall continue to be subject to all of the restrictions and other terms and conditions set forth in this deed.

If any provision of this deed, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this deed or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

The burden of the conditions conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this deed 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, consistent 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)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms contained herein.

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 restrictions conveyed hereby, the Landowner, working with the Service, Executory Interest Holder and the Department of Environmental Services Aquatic Resource Mitigation Program (DES), hereinafter "The Funders", 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.

The balance of the amount recovered, after payment of any expenses, shall be divided between the Landowner and The Funders in proportion to their respective contributions to the purchase price of the Property as set forth below.

By virtue of the Wildlife Restoration Program Grant received by NH Department of Fish and Game (Grantee) from the U.S. Fish and Wildlife Service (the "Service") for purchase of the Property, and of the provisions set forth in the Notice of Grant Agreements (attached hereto as Appendix B), the Service shall be entitled to XX% percent of the portion of the proceeds payable to the Landowner unless the Regional Director of the Service consents to or requires the Grantee's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

By virtue of the Grant from LCHIP for purchase of the Property, LCHIP shall be entitled to XX% of the portion of the proceeds payable to the Landowner.

By virtue of the funding from DES for purchase of the Property, DES shall be entitled to XX% of the portion of proceeds payable to the Landowner.

The Landowner shall use its share of the proceeds in a manner consistent with and in furtherance of the purposes of this deed.

The Executory Interest Holder does not waive or forfeit the right to take action as may be necessary to insure compliance with this Deed by any prior failure to act and Landowner hereby waives any defense of laches with respect to any delay or omission by the Executory Interest Holder, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Deed, any such delay or omission shall not impair Executory Interest Holder's rights or remedies or be construed as a waiver.

Where Executory Interest Holder approval is required, Landowner shall submit a detailed written request to the Executory Interest Holder delivered in hand or by certified mail, and containing information sufficiently detailed (including, but not limited to, documents, maps, plans, specifications, and designs where appropriate) to reasonably evaluate the proposed activity, no less than forty-five (45) days prior to the start of the proposed activity. Executory Interest Holder approval shall not be unreasonably withheld, delayed, or conditioned and Executory Interest Holder shall issue an approval or denial of the request, or shall request additional information as may be required to evaluate the request, no later than thirty (30) days following receipt of Landowner's request.

Executory Interest Holder reserves the right to consult with governmental agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as it may choose concerning any approval request.

Landowner shall not undertake any activity requiring Executory Interest Holder approval until a letter detailing such approval has been received from the Executory Interest Holder or its authorized representative.

IN WITNESS WHEREOF, we have hereto set our hands on this \_\_\_ day of April, 2017.

By: \_\_\_\_\_  
Brian Hart, Executive Director

The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Brian Hart, Executive Director of the Southeast Land Trust of New Hampshire, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and being duly authorized acknowledged the foregoing on behalf of the Southeast Land trust of New Hampshire.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_

**ACCEPTED: STATE OF NEW HAMPSHIRE FISH AND GAME DEPARTMENT**

By: \_\_\_\_\_  
Glenn Normandeau, Executive Director

The State of New Hampshire  
County of Merrimack

Personally appeared Glenn Normandeau, Executive Director of the New Hampshire Fish and Game Department, this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public [seal]  
My commission expires: \_\_\_\_\_

Approved by the Governor and Executive Council:  
Approval Date: \_\_\_\_\_, Item #: \_\_\_\_

**Exhibit A**  
**Property Description**

Exhibit B  
Notice of Federal Grant Agreement

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property(hereinafter "PROPERTY") is acquired in part with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division of Federal Assistance and its successors and assigns (hereinafter "SERVICE") and that the PROPERTY is subject to all the terms and conditions of Grant Agreement F14AF01270, NH W-108-L-1 (hereinafter "GRANT AGREEMENT" between the Service and the Department). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the PROPERTY, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection of wild birds and mammals and their habitats. The Department further acknowledges that the PROPERTY will be administered for the long-term protection of these habitats and species dependent thereon. The Department, as the Grant Recipient hereby acknowledge that they are responsible for ensuring that the PROPERTY is used and will continue to be used for the approved purpose for which it is acquired and that the PROPERTY may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service.

If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like PROPERTY of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with the accomplishment of the approved purpose, the violating activities shall cease and any resulting adverse effects shall be remedied.

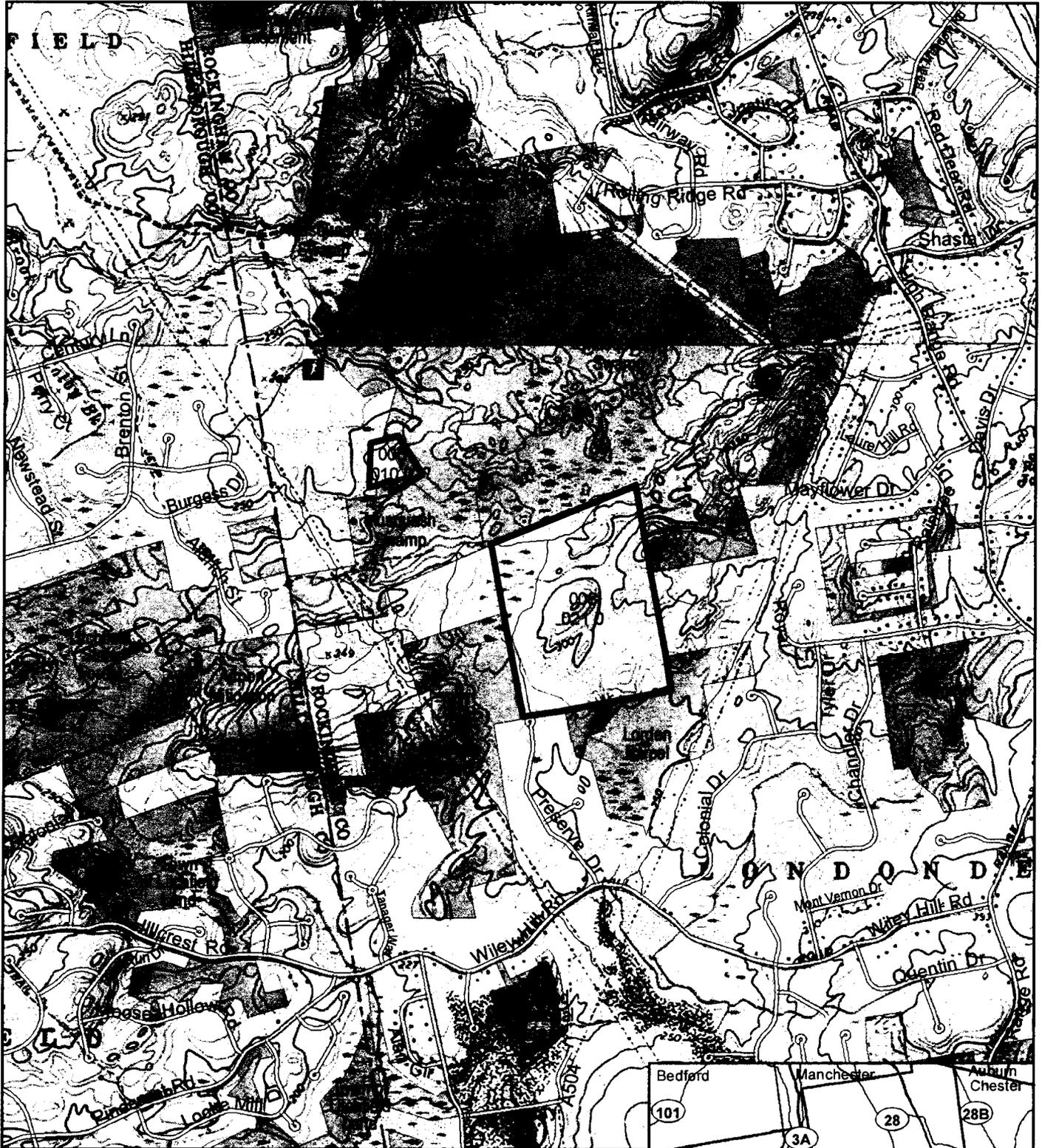
If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired property or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the PROPERTY, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the PROPERTY to the Service or to a third-party designated or approved by the Service.

The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH W-108-L-1.

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

Glenn Normandeau, Executive Director      Date: \_\_\_\_\_, 2017

# Mathes Tracts - Londonderry



Digital data in NH GRANIT represent the efforts of the contributing agencies to record information from the source materials. Not intended for legal use. Background: copyright 2013 National Geographic Society, i-cubed



Map prepared: 8/30/2016

