



New Hampshire Fish and Game Department

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HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

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e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

January 9, 2020

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 the fee title to 123+/- acres in the Town of Sutton, New Hampshire from Law Office of Mark R. Dunn (Vendor Code 160143) on behalf of Daniel Holland, at the fair market value of \$110,000, effective upon Governor and Council approval through March 31, 2020. Funding is 100% Federal.

Funding for this purchase is available as follows:

<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		<u>FY2020</u>
020-07500-21550000-033-500150	Land Acquisitions & Easements	\$110,000.00

EXPLANATION

The 123 acre Holland tract in Sutton is adjacent to and will become part of the Cascade Marsh Wildlife Management Area. Approximately 118 acres of the property are encumbered with a NH Land and Community Investment Program (LCIP) conservation easement currently held by the Department, with a 5+/- acre reserved house lot outside of the easement area. The reduced value of the restricted fee makes the addition of this property to the WMA a cost effective and beneficial proposition. The addition of this property will allow the Department to manage the additional acreage, have better management access to areas of the current WMA, and eliminate the potential for development of a reserved house lot not covered by the existing easement.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

STATE OF NEW HAMPSHIRE
Inter-Department Communication

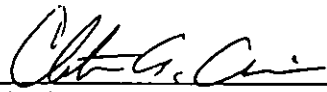
DATE January 8, 2020

FROM: Christopher G. Aslin AT (OFFICE) Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Holland acquisition in Town of Sutton

TO: Betsey McNaughten, Land Agent
New Hampshire Fish and Game Department

The Office of the Attorney General has reviewed the Warranty Deed for the property located in the Town of Sutton, New Hampshire owned by Daniel J. Holland. The Warranty Deed for acquisition of an approximately 122.99 parcel of land is approved for form and substance only. Following Governor and Council approval, please submit the fully executed Warranty Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.



Christopher G. Aslin

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-b:2(1) it is exempt from the New Hampshire real estate transfer tax. This transfer is also exempt from the LCHIP surcharge pursuant to the New Hampshire RSA 478:17-g, II(a).

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS Daniel J. Holland, with a mailing address of 230 Lazell Street, Hingham, Massachusetts 02043 (the "Grantor"), for consideration paid, grants 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 "NHFG"), the following:

A certain tract or parcel of land in Sutton, Merrimack County, New Hampshire, as shown on "Survey Plan, Land of Dalphond Brothers, Inc., Located in Sutton, New Hampshire," prepared by Kear-Wood Inc., of Wilmot, N.H., dated March 1991, and recorded in the Merrimack County Registry of Deeds as Plan #12324 (the "Property"), further bounded and described as follows:

Beginning at a point being an iron rod found on the easterly sideline of Shaker Road, so-called and at land now or formerly of Diane Parsons;

Thence South $86^{\circ} 30'$ East five hundred sixty-one and eight tenths (561.8) feet along land of said Parsons to an iron rod found;

Thence North $00^{\circ} 00'$ East one thousand seven hundred fifty-three and six tenths (1753.6) feet along land of said Parsons and along land now or formerly of Robert E. and Robin A. Williams, land now or formerly of Virginia A. Blass, land now or formerly of Thomas E. and Rae F. Voss, land now or formerly of Peter J. and Joanne Skeffington, and land now or formerly of Charles V. and Kathryn R. Sebring to an iron rod found;

Thence North $52^{\circ} 36' 47''$ West seven hundred thirty-five and twenty-four hundredths (735.24) feet along land of said Sebring to an iron rod found on the aforementioned Road;

Thence North $02^{\circ} 29' 51''$ West sixty-eight and thirty hundredths (68.30) feet along said Road to an iron rod set on the easterly side of a roadway and at land now or formerly of Kenneth West, Jr.;

Thence southerly and southeasterly by the easterly side of the road and along, in part land of said West and land now or formerly of State of New Hampshire, Department of Fish & Game, to an iron rod set, said monuments on a tie course only of South $46^{\circ} 30' 20''$ East two thousand fifty and ninety-five hundredths (2050.95) feet;

Thence continuing along land of said State the following courses and distances:

South $38^{\circ} 01' 10''$ West two hundred sixty-eight and twenty-eight hundredths (268.28) feet to an iron rod set at witness tree found;

South $18^{\circ} 18' 09''$ East five hundred sixty-two and ninety-seven hundredths (562.97) feet to a nail found and replaced with an iron rod set;

South $65^{\circ} 49' 23''$ East six hundred twenty-one and seventy hundredths (621.70) feet to an iron rod set;

South $17^{\circ} 57' 58''$ East one thousand one hundred three and ten hundredths (1103.10) feet to an iron rod set;

South $13^{\circ} 40' 18''$ East one thousand three hundred forty-one and forty hundredths (1341.40) feet to an iron rod set;

South $57^{\circ} 36' 53''$ East one thousand three hundred eighty-four (1384.00) to an iron rod set on the northerly sideline of Cotton Road, so-called;

Thence southwesterly along said Road to an iron rod set, said monuments on a tie course only of South $82^{\circ} 10' 07''$ West six hundred twenty-nine and seventy-six hundredths (629.76) feet;

Thence southwesterly along said Road to an iron rod set, said monuments on a tie course only of South $43^{\circ}.55' 57''$ West two hundred one and eighteen hundredths (201.18) feet; thence in generally a southwesterly direction along said Road to a drill hole set in the start of a stonewall, said monuments on a tie course only of South $51^{\circ} 07' 21''$ West four hundred sixty-six and fifty-one hundredths (466.51) feet;

Thence South $75^{\circ} 30' 25''$ West two hundred eleven and six hundredths (211.06) feet along said Road and said stonewall to a point at the end of said stonewall;

Thence South $72^{\circ} 16' 07''$ West ninety-eight and eighteen hundredths (98.18) feet along said Road to a drill hole set at the start of a stonewall and at land now or formerly of David M. Rowe;

Thence along land of said Rowe and along said stonewall the following courses and distances:

North 02° 45' East one hundred five and one tenth (105.1) feet to a corner in said stonewall;

South 86° 30' East eleven and five tenths (11.5) feet to a corner in said stonewall;

North 08° 15' East twenty-seven and seven tenths (27.7) feet to a corner in said stonewall;

South 82° 15' East twenty-two and six tenths (22.6) feet to a corner in said stonewall;

North 04° 15' West four hundred sixty-one and eight tenths (461.8) feet to an iron pipe found and at land now or formerly of William Huntoon Heirs;

Thence along land of said Heirs and, in part, said stonewall the following courses and distances:

North 08° 45' West one hundred seventy-six and one tenth (176.1) feet to a point at the end of said stonewall and the start of a barbed wire fence;

Thence along said barbed wire fence to an iron pipe found, said monuments on a tie course only of North 34° 15' West three hundred twenty-four and six tenths (324.6) feet;

Thence continuing along said barbed wire fence to the end of said fence and the start of a stonewall, said points on a tie course only of South 89° 30" West one hundred fifty-four and eight tenths (154.8) feet;

Thence along said stonewall to a point in a corner in said stonewall and at the juncture with a barbed wire fence, said points on a tie course only of South 69° 45' West five hundred twenty-nine and six tenths (529.6) feet;

Thence South 21° 00' East sixty-five and six tenths (65.6) feet to an iron pipe found in said stonewall;

Thence South 54° 14' West two hundred seventeen (217.0) feet to a point in a corner of stonewalls and at land now or formerly of Serge M. St. Germaine and land now or formerly of William and Nancy Whitehead;

Thence North 04° 15' West five hundred twenty-six and two tenths (526.2) feet along land of said Whitehead and along said stonewall to a point at a corner of stonewalls and at land now or formerly of Clyde L. and Jacquelyn Heffernan;

Thence along, in part, said stonewall and land of said Heffernan the following courses and distances:

North 04° 45' West eight hundred sixty-seven and four tenths (867.4) feet to a point,

North 15° 00° East two hundred twenty-five and six tenths (225.6) feet to the end of said stonewall;

North 06° 45' West two hundred eighty-seven and two tenths (287.2) feet to an iron pipe found and at land now or formerly of Harry M. Snow, II, and Paul S. Snow; thence along land of said Snow the following courses and distances:

North 06° 35' West one hundred seventy-nine and eight tenths (179.8) feet to an iron pipe found;

North 05° 45' West one hundred ninety-nine and eight tenths (199.8) feet to an iron pipe found;

North 05° 15' West six hundred four and one tenth (604.1) feet to an iron rod found and at land now or formerly of Arthur E. Harkins, Jr.;

Thence along land of said Harkins the following courses and distances:

North 07° 00' West two hundred twenty-eight and four tenths (228.4) feet to an iron pipe found;

North 87° 00' West one thousand two hundred twenty-eight and nine tenths (1228.9) feet to an iron pipe found on the easterly sideline of Shaker Road;

Thence North 03° 39' 25" East fifty-four and ninety-six hundredths (54.96) feet to the point of beginning.

Subject to all easements, restrictions and covenants, if any, of record, including those right-of-way rights acquired by the New Hampshire Fish & Game Department in warranty deed of Dalphond Brothers, Inc. to New Hampshire Fish & Game Department, recorded December 22, 1972 at Book 1156, Page 221.

The major portion of the premises hereby conveyed (specifically, 117.85 acres out of 122.99 total acres, as shown on the Survey Plan entitled "Land of Dalphond Brothers, Inc., Located in Sutton, New Hampshire," dated March 1991, and prepared by John H. Morse, Licensed Land Surveyor, and recorded in the Merrimack County Registry of Deeds as Plan #12324) is conveyed subject to, and with the benefit of, the provisions of a certain Conservation Easement Deed of Dalphond Brothers, Inc. to the State of New Hampshire, acting through the Land Conservation Investment Program, dated December 30, 1991, and recorded in the Merrimack County Registry of Deeds at Book 1874, Page 333. NHFG acknowledges the terms and conditions of said Conservation Easement Deed and agrees to be bound thereby. This easement continues to be held in full force, for the benefit of the public, by the State for the purposes for which it was acquired.

Meaning and intending to describe and convey the same premises conveyed to grantor herein by Warranty Deed of Carl B. Hall, dated November 14, 2001, and recorded in the Merrimack County Registry of Deeds at Book 2313, Page 643.

This is raw land and not a homestead property.

This Property was acquired with funding received by the State 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 State. All present and future uses of the protected Property are and shall remain subject to the terms and conditions described in the Notice of Federal Participation (EXHIBIT A), attached hereto and recorded herewith in the Merrimack County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

SELLER:

Daniel J. Holland

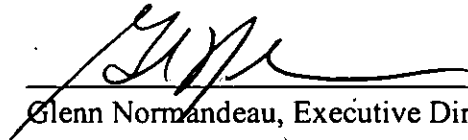
STATE OF _____
COUNTY OF _____

I, hereby certify that Daniel J. Holland, personally appeared before me on this _____ day of _____, 2020, (known to me or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that she executed the same in the capacity therein stated and for the purpose therein contained.

Notary Public/Justice of the Peace
My Commission Expires:

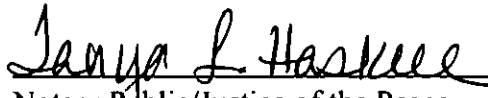
ACCEPTED: STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this day 16 of January, 2020.


Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this 16th day of January, 2020, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.


Notary Public/Justice of the Peace
My Commission Expires:

TANYA L. HASKELL, Notary Public
My Commission Expires November 4, 2020

Approved by the Governor and Executive Council: _____, Item # _____

EXHIBIT A
Notice of Federal Participation

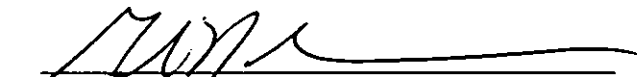
The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property is acquired in part with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division 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.

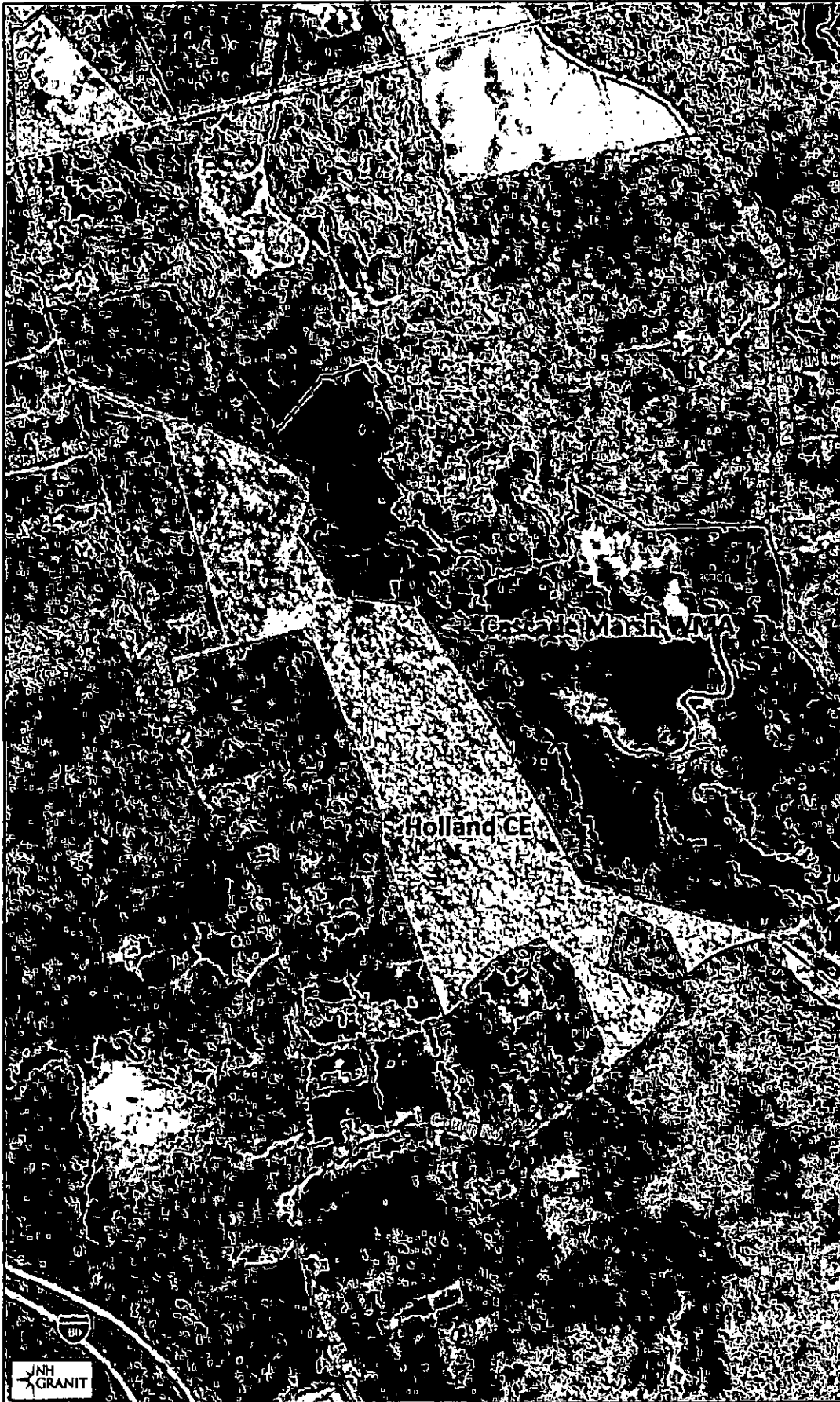
The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH W-108-L-1.



Glenn Normandeau, Executive Director

Date: 1/14/2020

Holland Conservation Easement Area, Sutton NH



Legend

- State
 - County
 - City/Town
 - Conservation and Public Land
PPTYPE
 - Fee Ownership (formerly FR)
 - Conservation Easement
- NH NAIP 2018 RGB

Map Scale

1: 12,988



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Map Generated: 1/9/2020

Notes

