



# New Hampshire Fish and Game Department

67

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
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e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

May 12, 2022

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 115+/- acres in the Town of Fitzwilliam, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143), acting as agent for Michael W. Hecken at the fair market value of \$115,000, effective upon Governor and Council approval through June 30, 2022. Funding is 100% Federal.

Funding for this purchase is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation		
020-07500-21550000-033-500150 Land Acquisitions & Easements		FY2022 \$115,000.00

## EXPLANATION

NHFG proposes to purchase fee title to 115+/- acres in the Town of Fitzwilliam. This property is abutting and will be an addition to the 673+/- acre Pearly Lake Wildlife Management Area located in the Towns of Rindge and Fitzwilliam that NHFG acquired in 2017. The additional acreage will make Pearly Lake WMA one of the largest WMAs in the southern part of the State at approximately 788 acres providing new lands for wildlife habitat management and public access for hunting, fishing and other wildlife related recreational activities.

Respectfully submitted,

Scott R. Mason  
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

**Inter-Department Communication**

**DATE:** May 10, 2022

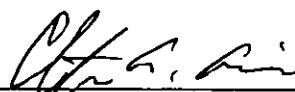
**FROM:** Christopher G. Aslin                      **AT (OFFICE)** Department of Justice  
Senior Assistant Attorney General                      Environmental Protection Bureau

**SUBJECT:** Pearly Lake WMA – Hecken Acquisition, Town of Fitzwilliam

**TO:** Elizabeth McNaughten, Land Agent  
Facilities & Land Division  
Fish & Game Department

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The Office of the Attorney General has reviewed the Warranty Deed and supporting documents provided in connection with the above referenced acquisition and approves the acquisition for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Warranty Deed should be returned to this office for final review of execution before it is recorded in the appropriate county 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 Michael W. Hecken, with a mailing address of P.O. Box 114, Pittsboro, North Carolina 27312 (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 of land in Fitzwilliam, Cheshire Country, State of New Hampshire, being part of Lot #16 in the first range of lots, (the "Property") bounded and described as follows:

Beginning at an iron pin on the Easterly edge of the Old Rindge Road, so –called, said point being the Southeasterly corner of the within granted premises;

Thence North 10° East, 825 feet to an iron pin;

Thence North 70° East, to the end of a stone wall and continuing along said stone wall for a total distance of 908 feet to a stone monument in a bend in the stone wall;

Thence North 10° East, along a stone wall 1,324 feet to an iron pin at the corner of walls;

Thence North 80° West, along said stone wall 584 feet to an iron pin in a corner of walls;

Thence Northerly along said stone wall 600 feet to a bend in the wall;

Thence North 70° West, along said stone wall to its end and continuing in said direction to the end of another stone wall near a brook;

Thence continuing along said stone wall North 70° West, to an iron pin at the end of said stone wall for a total distance of 1,634 feet;

Thence South 10° West 1,724 feet to a stone monument on the Easterly edge of the Old Rindge Road;

Thence Southeasterly along said Old Rindge Road 1,640 feet to the place of beginning.

Containing 115 acres, more or less.

Also conveying whatever interests the Grantor may have in the Old Rindge Road, subject however to any rights in said road the Town of Fitzwilliam may have by virtue of its legal status, such as it may be.

Subject to Notice of Current Use dated July 25, 2000 and recorded in Vol 1759, Page 587 of the Cheshire County Registry of Deeds.

Meaning and intending to describe and convey the same premises conveyed to Grantor herein by Warranty Deed of Beaman Lumber, Inc., dated February 13, 2001, and recorded in the Cheshire County Registry of Deeds at Book 1787, Page 839.

This is raw land and not a homestead property.

This Property was acquired with funding received by the State through Grant Agreement F21AF04030 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:

\_\_\_\_\_  
Michael W. Hecken

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, hereby certify that Michael W. Hecken, personally appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, (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 \_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Scott R. Mason, 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:

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 115 acre Property, described above, with an address Old Ridge Road, Fitzwilliam, NH and further herein, is acquired in part with federal funds received from the Wildlife Restoration Program, CFDA Number 15.611, administered by U.S. Fish and Wildlife Service Wildlife and Sport Fish Restoration Program, its successors and assigns (hereinafter SERVICE) and that the Property is subject to all the terms and conditions of Grant Agreement F21AF04030, NH W-108-L-2 (hereinafter "GRANT AGREEMENT" with a grant effective date August 1, 2021, 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, and compatible public access to these resources. The Department further acknowledges that the Property will be administered for the long-term protection of these habitats and species dependent thereon. The Department acknowledges there will be no discrimination of the public on the property. The property will be incorporated into the Pearly Lake Management Area (WMA. The Agency, as grant recipient, hereby acknowledges that it is responsible for exercising sufficient control over the property to ensure that the property is used, and will be continued to used, for the approved purposes for which it is acquired and that the property may not be conveyed or title encumbered, in whole or in part, to any other party or for any other use, whatsoever, without first notifying and requesting instructions of the 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 F21AF04030, NH W-108-L-2.

IN WITNESS WHEREOF, the State of New Hampshire, acting through its Fish and Game Department has set its hand and seal on this day \_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Scott R. Mason, 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:

# Hecken Addition to Pearly Lake WMA



## Legend

- State
  - County
  - City/Town
  - Conservation and Public Land
- NH NAIP 2018 RGB

## Map Scale

1: 25,977



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Map Generated: 12/30/2020

## Notes

115 ac. +/-, Fitzwilliam Tax Map 12, Lot 42. Property lines are approximat and are only to identify the general location of the property.

