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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

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

Glenn Normandeau
Executive Director

December 3, 2018

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 218.5+/- acres in Grantham, New Hampshire from Law Office of Mark R. Dunn (Vendor Code 160143) on behalf of Diane Shagoury, at the fair market value of \$82,000, effective upon Governor and Council approval through March 31, 2019. Funding is 100% Federal.

Funding for this purchase is available as follows:

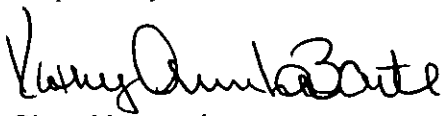
<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		<u>FY2019</u>
020-07500-21550000-033-500845	Land Acquisitions & Easements	\$82,000.00

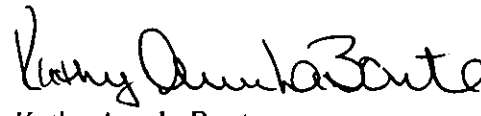
EXPLANATION

The Butternut Pond tracts in Grantham are adjacent to the Henry Laramie Wildlife Management Area and consist of two tracts with a total deeded acreage of 218.5, more or less. Tract I is 113.5 acres and includes Butternut Pond, which is the prominent physical feature of this tract. The pond and its drainage provide a warm water fishery (eastern chain pickerel, yellow perch and largemouth bass). The removal of the old mill dam in 2012 has allowed the pond to return to its natural water level but is still considered a great pond. It contains a considerable amount of scrub/shrub and emergent wetlands providing breeding and feeding habitat for waterfowl and wetland birds. Tract II is 105.0 acres and is primarily an upland vegetative community, and is comprised of mixed northern hardwoods with pine, spruce/fir and old apple orchards that provides breeding habitat for several Neotropical migrant songbirds, and potential deer wintering habitat. This tract has not seen any timber harvesting activity for decades.

Public access to the property is from the south by Butternut Pond Road, which is a class VI road. Access from the east is by a discontinued road from the towns of Enfield Center to North Grantham.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE November 30, 2018

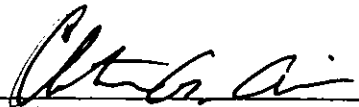
FROM: Christopher G. Aslin
Senior Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Butternut Pond Acquisition, Grantham, NH

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

The Office of the Attorney General has reviewed the Warranty Deed for the acquisition of the Butternut Pond property located in the Town of Grantham, New Hampshire, and pursuant to RSA 212:7 approves the title of the property for acquisition. The Warranty Deed provided is approved for form and substance only. Following approval by Governor and Council, the fully executed Warranty Deed should be submitted to this office for approval of execution prior to recording in the Registry of Deeds.



Christopher G. Aslin

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS Diane Shagoury, with a mailing address of 25 Tenderwood, Plymouth Massachusetts 03260 (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 State), the following:

The property to be conveyed consists of approximately 218.5+/-acres and is described in two (2) tracts of undeveloped land in the Town of Grantham, County of Sullivan, and State of New Hampshire. The property is also identified as Town of Grantham Tax Map 205, Lots 1, 2, 3 and 4, and shown on a Plan of Land dated February 4, 1989, prepared by Wayne McCutcheon Associates, Inc., recorded at Sullivan County Registry of Deeds at Pocket 51, Plan File 3 (the "Property").

Tract I –includes Tax Map Lot 1, 2 & 3

A certain parcel of land, situated in the Town of Grantham, County of Sullivan and State of New Hampshire, containing 113.5 acres, more or less, being bounded and described as follows:

Starting at an iron pin set on the westerly side of the road leading from Enfield Center to North Grantham;

Thence S 16 34 E a distance of 78.3 feet to an iron pin;

Thence S 30 49 W a distance of 277.9 feet to an iron pin;

Thence S 29 27 30 W a distance of 220 feet along a stone wall to an iron pin

Thence N 84 21 30 E a distance of 268.4 feet to an iron pin;

Thence S 28 55 30 E a distance of 358.8 feet to an iron pin;

Thence S 65 07 30 E a distance of 446.0 feet to an iron pin;

Thence S 11 07 W a distance of 1167.6 feet to an iron pin;

Thence S 66 18 30 W a distance of 759.2 feet to an iron pin;

Thence N 35 08 W a distance of 497.3 feet to an iron pin;

Thence S 38 30 W a distance of 398.6 feet to an iron pin;

Thence S 13 51 W a distance of 1377.2 feet to an iron pin;

Thence S 57 38 W a distance of 217.0 feet to an iron pin;

Thence N 52 13 W a distance of 713.4 feet to an iron pin;

Thence N 35 29 30 E a distance of 893.7 feet to an iron pin;

Thence N 14 13 30 W a distance of 411.3 feet to an iron pin

Thence N 69 17 E a distance of 201.5 feet to an iron pin;
Thence a distance of 763 feet more or less, along the shore of Butternut Pond, so-called to an iron pin;
Thence N 10 57 W a distance of 758.4 feet to an iron pin;
Thence N 14 54 W a distance of 483.0 feet to an iron pin;
Thence N 73 55 W a distance of 108.4 feet to an iron pin;
Thence N 12 46 W a distance of 341.0 feet to an iron pin;
Thence S 66 14 30 E a distance of 1586.2 feet to an iron pin, being the point of beginning.

Also conveying to the said grantee, its heirs and assigns, forever, a right-of-way for the passage of men, teams and vehicles over and across the Old Cheney Road leading from Route 10 so called to Butternut Pond. This right-of-way may be twelve (12) feet in width. The Grantee, its heirs and assigns, may build and maintain a road over said right of way and necessary and proper turnoffs for the passage of users may be built and maintained, and these places may be more than twelve (12) feet wide. Also conveying to the said Grantee, its heirs and assigns, forever, a further right-of-way for the passage of men, teams and vehicles around Butternut Pond on land, now or formerly, of Merton W. Hastings, but its location shall be as close to the land conveyed in this deed as possible but on condition that Merton W. Hastings, his heirs and assign, forever, may use any rights-of-way built or constructed. Any wood or timber cut to build any road over these rights-of-way are to remain the property of Merton W. Hastings, and are to be piled on his land.

The bars and gates on any of the roads built on the rights-of-way are to be kept closed at all times.

Also conveyed to the said grantee, its heirs and assigns, forever, the right to construct and maintain a power-line for electricity over and across land, now or formerly, of Merton W. Hastings as may be necessary.

Also the right to the use of any springs on land, now or formerly, of Merton W. Hastings, with the right to lay and maintain pipes to the property conveyed by this deed. Also the further right to build and maintain reservoirs at said points, as necessary.

The conveyance of this Tract is subject to a Decree of the Sullivan County Superior Court, Docket No. 220-2017-CV-00021, recorded in the Sullivan County Registry of Deed on November 19, 2018, at Book 2056 Page 217.

Tract II –includes Tax Map Lot 4.

A certain parcel of land, situated in the Town of Grantham, County of Sullivan and State of New Hampshire, containing 105.0 acres, more or less, being bounded and described as follows:

Starting at a point on the Enfield-Grantham Town line which is the Northeasterly corner of the land hereby conveyed;

Thence S 33 51 W a distance of 1534.4 feet to an iron pin;

Thence N 65 43 30 W a distance of 1326.8 feet to an iron pin;

Thence S 32 28 30 W a distance of 1029.8 feet along a stone wall to an iron pin set on the east side of the road leading from Enfield Center to North Grantham;

Thence northerly a distance of 3693 feet, more or less, along the east side of said road to an iron pin;

Thence S 66 15 E a distance of 3947.2 feet along the Enfield-Grantham town line to an iron pin being the point of beginning.

Being part of the property conveyed by Clyde A. Gearwar to Halsey C. Edgerton by deed dated September 14, 1934, recorded in the Sullivan County Registry of Deeds in Volume 248, Page 230.

Excepting and reserving, however, the right to pass and repass on foot or with vehicles by the road as it may now exist from the Bog Road, so-called, to Cole Pond.

It shall be a condition of this conveyance that the property shall be put into current use and shall remain in current use in perpetuity.

Meaning and intending to convey all and the same premises conveyed to Diane Shagoury by the Town of Grantham in four (4) Quitclaim Deeds dated August 13, 1997 and recorded at Book 1126, Pages 795, 796, 797 and 798 on August 18, 1997.

This property is subject to a Conservation Easement Deed dated and recorded on December 27, 1989, at Book 902, Page 465, and held by the State of NH, Fish and Game Department. 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 with Federal funding received through Sport Fish Restoration grant project F-58-L-1.

This is 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 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 (EXHIBIT A), attached hereto and recorded herewith in the Sullivan County

Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

SELLERS:

Diane Shagoury

STATE OF _____
COUNTY OF _____

I, hereby certify that Diane Shagoury, personally appeared before me on this ____ day of _____, 2019, (known to me or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he 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 _____, 2019.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this _____ day of _____, 2019, 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:

Approved by the Governor and Executive Council: _____, 2018, Item ____.

EXHIBIT A
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.

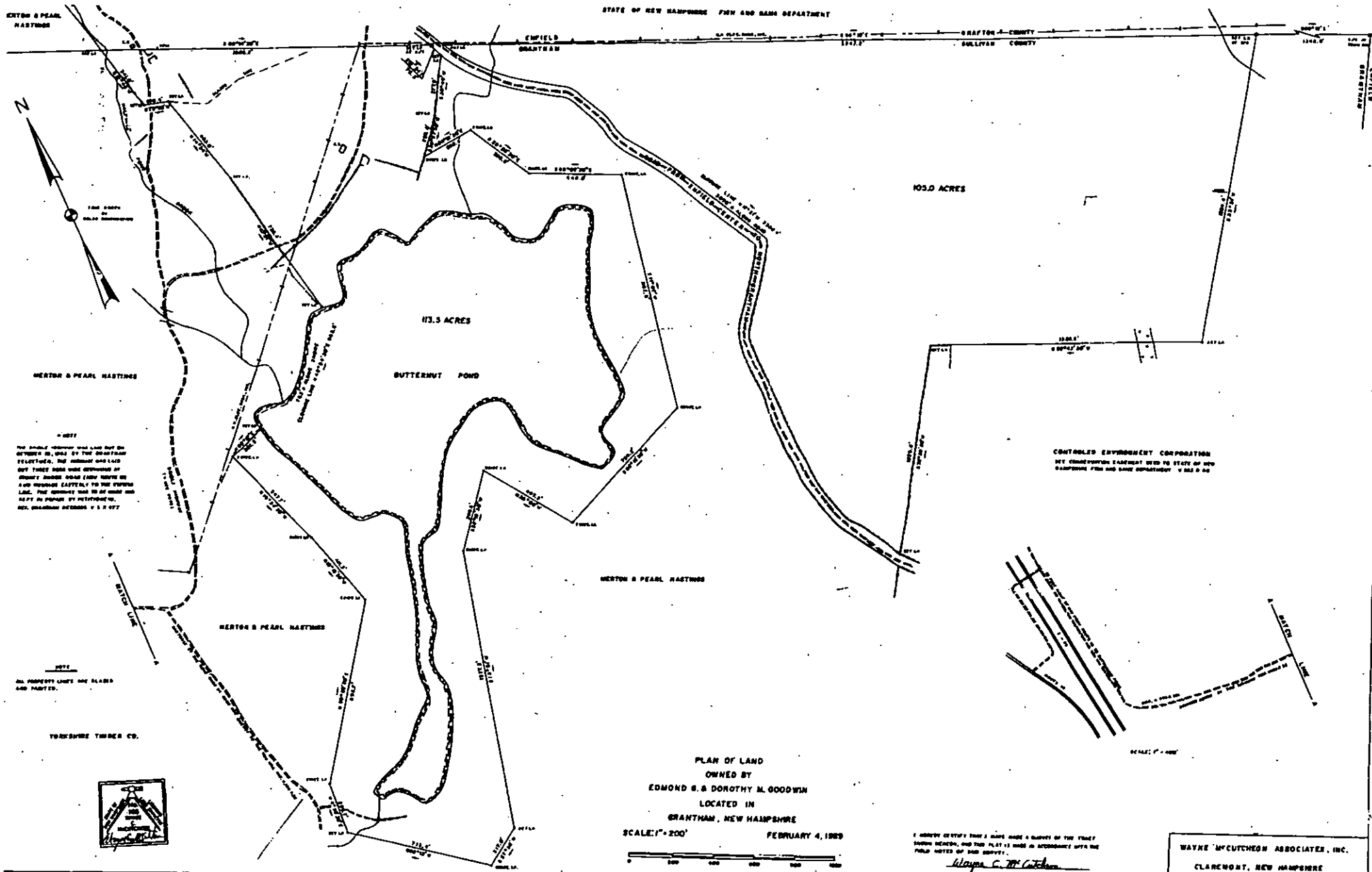
If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like PROPERTY of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with 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.

Glenn Normandeau, Executive Director

Date: _____



EMFIELD GRANITE

SULLIVAN COUNTY

113.3 ACRES

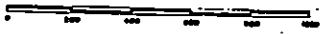
105.0 ACRES

BUTTERNUT POND

MERTON & PEARL HASTINGS

MERTON & PEARL HASTINGS

PLAN OF LAND
 OWNED BY
 EDMOND S. & DOROTHY M. GOODWIN
 LOCATED IN
 GRANTHAM, NEW HAMPSHIRE
 SCALE: 1" = 200' FEBRUARY 4, 1969



I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT
 ABOVE DESCRIBED, AND THIS PLAN IS MADE IN ACCORDANCE WITH THE
 FIELD NOTES OF SAID SURVEY.

Wayne C. McCutcheon

WAYNE McCUTCHEON ASSOCIATES, INC.
 CLARKMONT, NEW HAMPSHIRE

PROJ. NO. 883389

DEED REF. 1962 P. 28

1967
 THE ABOVE PROPERTY WAS LOST ON OCTOBER 10, 1961 BY THE GRANITIC EJECTION. THE ABOVE WAS LOST BY THREE BORN WIDE DIVISIONS OF GRANITE BARRIERS WHICH FORMED AN AID CHANNEL EASTWARD TO THE FUTURE LAKE. THE GRANITE WAS TO BE MOVED AND SLIPPED IN PLACE BY THE GRANITE CO. INC. GRANITE GRANITE V. S. R. 677.

1971
 ALL PROPERTY LINES ARE PLANNED AND TYPED.

YORKSHIRE TIMBER CO.



SCALE: 1" = 400'

For fishing regulation information, please refer to the NHFGD Freshwater Fishing Digest.

Contact: NHFGD Region 2 (Lakes Region), New Hampton
E-mail: reg2@wildlife.nh.gov Phone: 603-744-5470

BUTTERNUT POND Grantham

FISHERY: - ACRES: 44

TROPHIC LEVEL: EUTRO

AVG. DEPTH: 3 MAX. DEPTH: 11




SPECIES:

ADDITIONAL INFO:

ACCESS: remote walk-in













Please contact NH Dept of Safety, Marine Patrol for info. on water body/boat/motor restrictions: (603) 293-2037 www.nhmarinepatrol.com

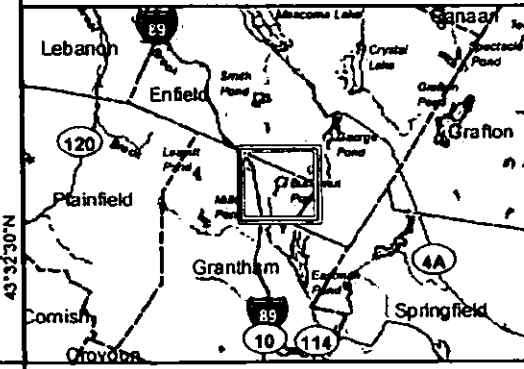
Public Water Access site

-  Canoe/cartop
-  Shorebank
-  Ramp

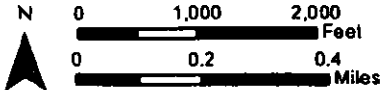
 Bathymetric contour (feet)

Bathymetry provided by the NH Department of Environmental Services, Watershed Mgt Bureau

-  Town boundary
 -  Primary Route
 -  Road or Street
 -  Trail or other
 -  Stream or Shoreline
 -  Surface Water
 -  Wetland
 -  Conservation or Public land
 -  Cleared Forest
 -  Contour
 -  Building
 -  Restricted Access Conservation
- Source: USGS



Directions: I-89 exit 15, Old Rt 10, 1.1 mi to pond



Most data presented on this map represent stock data sets obtained from NH GRANIT, Complex Systems Research Center, UNH. CSRC, NHOEP, NHFGD and the cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data. NOT FOR NAVIGATION.