



# New Hampshire Fish and Game Department

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

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

September 24, 2021

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

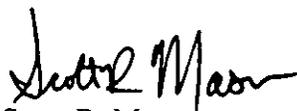
## REQUESTED ACTION

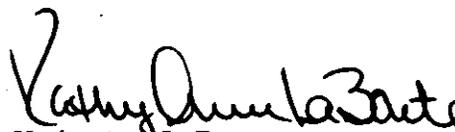
Authorize the New Hampshire Fish and Game Department (NHFG) to accept, from the Town of New London, a conservation easement on 30 acres of land at the Esther Currier Natural Area at Low Plains, pursuant to RSA 4:8, and upon Governor and Council approval through December 31, 2021.

## EXPLANATION

NHFG has been asked by the Town of New London to accept the donation of a conservation easement on 30 acres of land abutting the Esther Currier Wildlife Management Area at Low Plains (Low Plains). The Department currently holds a conservation easement on 172.3 acres at Low Plains and this addition will increase the conservation easement area to 202 acres. The entire Low Plains area is designated as prime wetlands and provides significant habitat for numerous species of wildlife. Public footpaths and ski trails lead to a beaver pond, marsh and overlooks. Chandler Brook flows through the WMA and feeds into Pleasant Lake. This donation was approved by the NH Fish and Game Commission at the September 14, 2021 meeting.

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:** August 18, 2021

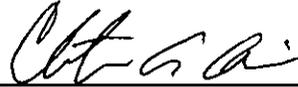
**FROM:** Christopher G. Aslin                      **AT (OFFICE)** Department of Justice  
Senior Assistant Attorney General                      Environmental Protection Bureau

**SUBJECT:**    **Low Plains Second Restated Conservation Easement, Town of New London**

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

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The Office of the Attorney General has reviewed the Second Restated and Amended Conservation Easement Deed and supporting documents provided in connection with the above referenced easement 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 Conservation Easement Deed should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.



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Christopher G. Aslin



TOWN OF  
NEW LONDON, NEW HAMPSHIRE

375 MAIN STREET • NEW LONDON, NH 03257 • [WWW.NL-NH.COM](http://WWW.NL-NH.COM)

July 29, 2021

SENT VIA E-MAIL: [Elizabeth.McNaughten@wildlife.nh.gov](mailto:Elizabeth.McNaughten@wildlife.nh.gov)

Elizabeth McNaughten  
Land Agent  
NH Fish and Game Department  
11 Hazen Drive  
Concord, NH 03301

Dear Ms. McNaughten:

This letter confirms the action taken by New London Town Meeting voters and the New London Board of Selectmen to grant an easement to the State of New Hampshire on a 30-acre parcel of land, Map 098/014, referred to as Tract III on the *Second Restated and Amended Conservation Easement Deed* to be recorded.

The Board of Selectmen reviewed the *Second Restated and Amended Conservation Easement Deed* at their meeting on July 26, 2021, and voted to approve the deed; please forward us the deed for signing once the necessary state officials have approved it.

We look forward to continuing to work with Fish and Game officials to protect the Esther Currier Wildlife Management Area at Low Plain, an area of more than 200 acres of designated Prime Wetlands that provides significant habitat for numerous species of wildlife and recreational trails for the enjoyment of the residents and visitors to this area.

Sincerely,

A handwritten signature in black ink that reads "Kimberly A. Hallquist". The signature is written in a cursive style.

Kimberly A. Hallquist  
Town Administrator  
(603) 526-1240  
[townadmin@nl-nh.com](mailto:townadmin@nl-nh.com)

cc: Conservation Commission

provisions of RSA 36-A, and to authorize funding of this appropriation from proceeds of the timber harvest project on conservation land known as the Esther Currier Wildlife Management Area at Low Plain Conservation Area, the remainder of the timber harvest proceeds to be placed into the town's general fund. *The Board of Selectmen and Budget Committee recommend this appropriation.* (Majority vote required) **VOTE IN THE AFFIRMATIVE**

#### **ARTICLE 20**

To see if the Town will vote to raise an appropriate the sum of **seven thousand dollars (\$7,000)** for the purpose of the expansion of the New London Park and Ride, and to turn over such funds to the State of NH DOT as a contribution towards the 20% match needed for the grant, and to authorize funding of this amount from the June 30, 2020 fund balance for this purpose. *The Board of Selectmen and Budget Committee recommend this appropriation.* (Majority vote required) **VOTE IN THE AFFIRMATIVE**

Voters expressed support for the park and ride but expressed some concern that the taxpayers of New London would be offering financial support for a state facility, while surrounding towns did not. It was pointed out that the New London Police Department patrols the facility, while the bus company maintains the facility with regard to trash removal, plowing and lawn mowing.

#### **ARTICLE 21**

\* To see if the town will vote to authorize a permanent conservation easement, to be held by State of New Hampshire Fish & Game Department, on town property described as Lot 098/014/000/0000/00000, consisting of approximately 30 acres and abutting the Esther Currier Wildlife Management Area. (Majority vote required) **VOTE IN THE AFFIRMATIVE**

#### **ARTICLE 22**

To see if the Town will vote to accept a gift of property from Beth E. Greenawalt, Map 119/001/000/0000/00000, consisting of 0.015 acre, more or less, and located on Bog Road, abutting the town's Clark Pond Conservation Area. If accepted, the land will be combined with the town owned conservation property. (Majority vote required) **VOTE IN THE AFFIRMATIVE**

#### **ARTICLE 23**

To see if the Town will vote to authorize the Selectmen to sell town owned property, Map 072/006/000/0000/00000, consisting of 1.40 acre, more or less, and located on Parkside Road, abutting land on one side owned by the Outing Club and on the other side by the New London Hospital Association. Any such sale shall be subject to: (1) an easement to allow the continuation of the conservation trail on the property and (2) a requirement that the buyer merge the property with the lot it abuts, and thus the 1.40 acre lot will cease to be a separate lot of record; this requirement will restrict the sale of the land to the abutting property owners. (Majority vote required)

Scott Ellison moved to amend the article to allow the town to donate the land to the Outing Club; the motion was seconded. A vote to amend the article was approved.

**Amended Article:** To see if the Town will vote to authorize the Selectmen to donate town owned property to the Outing Club, Map 072/006/000/0000/00000, consisting of 1.40 acre, more or less, and located on Parkside Road, abutting land on one side owned by the Outing Club and on the other side by the New London Hospital Association. Any such donation shall be subject to: (1) an easement to allow the continuation of the conservation trail on the property and (2) a requirement that the Outing Club merge the property with their existing, and thus the 1.40 acre lot will cease to be a separate lot of record.

#### **VOTE ON THE ARTICLE AS AMENDED IN THE AFFIRMATIVE**

#### **ARTICLE 24**

Being aware of the following facts, we ask the citizens of New London to adopt the following resolution:

- Americans use more than 100 billion plastic bags each year.
- Each American family uses about 1500 plastic shopping bags yearly.
- Only about 2% of plastic bags are recycled.

Please return to:  
Facilities and Lands Division  
NH Fish and Game Department  
11 Hazen Drive, Concord, NH, 03301

## Second Restated and Amended Conservation Easement Deed

The **TOWN of NEW LONDON**, a municipal corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 375 Main Street, in the Town of New London, County of Merrimack, State of New Hampshire, 03257), hereinafter referred to as the "TOWN or Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, includes the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grants to the **STATE of NEW HAMPSHIRE**, acting by and through the **Fish and Game Department**, with its principal office at 11 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03301 (hereinafter sometimes referred to as the "STATE or Grantee" which word shall, unless the context clearly indicates otherwise, includes the Grantee's successors and/or assigns, in perpetuity, with **WARRANTY COVENANTS**, the following described Conservation Easement, pursuant to New Hampshire RSA 477:45 – 47, with respect to certain parcels of lands, with any improvements thereon situated in the Town of New London, County of Merrimack, and State of New Hampshire, and are further described in Appendix A attached hereto and made a part thereof.

WHEREAS, the STATE purchased a Conservation Easement upon 98.88 acres at the Low Plains Natural Area from the Ausbon Sargent Land Preservation Trust, using, in part, a grant from the U.S. Fish and Wildlife Service's Wildlife Restoration Program, Grant # W-85-L-9. Said Conservation Easement is recorded at the Merrimack County Registry of Deeds on December 19, 1994 in Book 1976, Page 1366; and

WHEREAS, the Ausbon Sargent Land Preservation Trust transferred fee title of the property to the TOWN by Warranty Deed recorded at the Merrimack County Registry of Deeds on January 13, 1995, at Book 1978, Page 1522; and

WHEREAS, the TOWN and the STATE agreed to a Restated and Amended Conservation Easement at the Low Plains Natural Area adding an additional 69.8 acres. This acreage total was

miscalculated and should have been 73.44 acres. The Restated and Amended Conservation Easement is recorded at the Merrimack County Registry of Deeds on August 20, 2012, at Book 3332, Page 1895; and

WHEREAS, reference herein of the “Conservation Easement” is inclusive of the first Conservation Easement and the Restated and Amended Conservation Easement which are further described in Appendix A as Tract I and Tract II respectively; and

WHEREAS, the conservation easement area currently consisted of 172.32 acres; and

WHEREAS, the TOWN and the STATE agree to further amend the Conservation Easement by adding an additional 30 acres, more or less, of property owned by the TOWN and correcting errors in the property description.

NOW THEREFORE, the TOWN and the STATE have agreed to restate and amend this Conservation Easement as follows:

This property consists of 202.32 acres and is part of the Esther Currier Wildlife Management Area at Low Plains Natural Area (herein referred to as the “Property”). Designated as Prime Wetlands, the Property provides significant habitat for numerous species of wildlife. Public footpaths and ski trails lead to a beaver pond, marsh and overlooks. Chandler Brook flows through the Property and feeds into Pleasant Lake.

#### 1. PURPOSES

Said Conservation Easement is granted exclusively for the following conservation purposes:

- A. The assurance that the Property will be retained forever as an important wetlands and wildlife habitat area, and the prevention of any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
- B. The preservation of open space, particularly the wetlands and wildlife habitat, of which the land area subject to this Conservation Easement granted hereby consists, for the scenic enjoyment of the general public. This purpose is consistent with the clearly delineated conservation policy of the State of New Hampshire, as set forth in New Hampshire RSA Chapter 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,” and to yield

significant public benefit in connection therewith, all consistent and in accordance with the Internal Revenue Code of 1986, as it may be amended from time to time; and

C. The conservation and preservation of the Town of New London's open space lands, forests, and scenic resources, consistent with the Town of New London's clearly delineated conservation policy set forth in Chapter IV of its Master Plan completed in 2021 which states among other things: "The Town has benefitted from a tradition of sensitive and successful conservation projects. With an increasing population and increasing development pressure, more emphasis will have to be placed on continuing the Town's tradition of protecting open space lands:

- To enhance New London's ability to preserve its rural character and heritage;
- To strengthen New London's ability to protect its fragile natural environment;
- To improve New London's ability to integrate continuing pressures for growth with its commitment to preserving rural character and the environment

D. The assurance of outdoor recreation by the general public for such activities as hiking, bird watching, cross-country skiing and hunting.

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report" on file with the STATE.

The Conservation Easement hereby granted with respect to the property is as follows:

## 2. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities except the use of cross country ski trails by a commercial entity as long as use by the general public is not restricted and forestry as described below, 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.

- i. For the purposes hereof, "forestry" shall include the growing, stocking, cutting, and sale of forest trees of any size for forest products or wildlife habitat management but not for nursery production; the construction of roads or other access ways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as maple syrup), all as not to be detrimental to the Purposes of this Easement and guided by a Stewardship Plan outlined in Section 3.

- ii. For the purposes hereof, “wildlife habitat management” shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways for the purpose of performing such activities, the use of forest equipment in association with such management, the processing and sale of forest products produced in association with such management, all as not to be detrimental to the Purposes of this Easement and guided by a Stewardship Plan outlined in Section 3.

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

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, parking lot, portable or composting toilet, educational building, tennis court, swimming pool, tower, dock, athletic field, pavilion, shooting range, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However,

- i. ancillary structures and improvements including, but not limited to, unpaved roads, gates, fences, bridges, kiosks, signs, trails, culverts, or maple sugar houses or wildlife nest structures may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the forestry, conservation, public recreation or wildlife habitat management uses of the Property and provided that they are not detrimental to the Purposes of this Easement; and
- ii. unpaved pedestrian trails and wildlife blinds (including portable tree stands and hunting blinds) may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the low-impact noncommercial outdoor recreational or educational uses of the Property and provided that they are not detrimental to the Purposes of this Easement.

D. No removal, filling or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitats shall be allowed unless such activities:

- i. are approved by the STATE for purposes of conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare or endangered species, such determination of harm 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; and
- iii. are not detrimental to the conservation purposes of this Conservation Easement.
- iv. Prior to the commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured. STATE shall be notified in writing ten days prior to commencement of such activities.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the forestry, conservation, education, or low-impact noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement. No sign shall exceed 30 square feet in size and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A., B. or C., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials then known to be environmentally hazardous.

H. The within described Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision with respect to the development of any other property.

### 3. STEWARDSHIP PLANNING

#### *Stewardship Goals*

A. The right to undertake or continue any activity or use of the Property consistent with the Purposes as defined in Section 1 above and not otherwise prohibited by this Easement shall be retained, provided that all substantial changes in land uses and management activities shall be in accordance with a written wildlife habitat and land management plan (the "Stewardship Plan") consistent with the following stewardship goals at the time of execution of this Easement and in a manner not detrimental to the Purposes of the Easement.

i. The stewardship goals are:

- Maintenance or enhancement of native biological diversity and natural habitat values found on the Property;
- Identification, protection, and conservation of exemplary natural communities, unique or fragile natural areas, and rare plant and animal species on the Property, particularly those identified by the Nongame and Endangered Wildlife Program, the New Hampshire Natural Heritage Bureau, or their successor entities;
- Protection of water quality, aquatic habitat, and the ecological integrity of wetlands and riparian zones;
- Protection of fragile or highly erodible soils and maintenance of soil productivity;

- Protection of unique historic and cultural features.
- Conservation of scenic quality as seen from public roads, trails and waters;
- Protection of natural areas that are important for aesthetic purposes and provide for quality public recreation and outdoor educational opportunities that are compatible with the wildlife resources and their management, and rare, threatened and endangered species and natural communities and their protection; and
- Management in consideration of a landscape perspective that respects the integrity of the ecosystem of the entire surrounding area.

***Plan Preparation and Approval***

B. Forestry and wildlife habitat management activities (sometimes referred to herein collectively as “Land Activities”) shall be conducted in accordance with a Stewardship Plan, prepared by a licensed professional forester, a certified wildlife biologist, or by other qualified person (the “Resource Professional”). Any person other than a licensed professional forester or a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the STATE. Said Stewardship Plan must be prepared, approved and implemented in accordance with this Easement.

Prior to the TOWN conducting Land Activities on the Property, and if there is no existing plan that meets all the requirements of this section herein, the TOWN shall prepare the Stewardship Plan as follows:

- The TOWN’s Resource Professional shall draft a Plan, prepared as outlined in this Section 3.B.
- The TOWN shall submit said Plan to STATE for review and input regarding the wildlife habitat impacts, consistency with the Purposes stated in Section 1, the stewardship goals stated in Section 3.A. and compliance with this Easement.
- At least sixty (60) days prior to commencement of Land Activities, TOWN shall submit the Stewardship Plan to the STATE for approval.
- Within sixty (60) days after STATE’s receipt of said Plan, the STATE shall approve or disapprove the same with respect to its wildlife habitat impacts, consistency with the Purposes stated in Section 1, stewardship goals stated in Section 3.A. and compliance with this Easement, and so inform the TOWN in writing. Any disapproval shall specify in detail the reasons therefore. If the STATE fails to so approve or disapprove within said period, TOWN may proceed with Land Activities recognizing that the paragraph 3.C. below applies.

TOWN and STATE acknowledge that the Stewardship Plan’s purpose is to guide Land Activities in compliance with this Easement and that the actual activities will determine compliance therewith.

The Stewardship Plan shall specifically address and include at least the following elements:

- The long-term protection of those values for which this Easement is granted, as described in Section 1. above;
- The stewardship goals set forth in Section 3.A. above;
- A statement of landowner management objectives consistent with the Purposes of this Easement and stewardship goals stated in Section 3.A. above;
- A map showing the Property's boundaries, access roads, public use areas and forest stand types;
- A description of the Property's existing conditions and natural features including land cover, topography, soils, geology, wetlands, streams and ponds, wildlife habitat features, low-impact non-commercial recreational and educational uses, and boundary conditions;
- Identification of plant and wildlife species of conservation concern, and how management will enhance or avoid detrimental impacts to said plant and wildlife species;
- Proposed management prescriptions for wildlife habitat management, forestry, conservation, low-impact non-commercial recreation, and education; and
- Proposed schedule of implementation of management prescriptions, including locations and schedules for boundary, road and trail construction and maintenance.

The Stewardship Plan shall have been prepared not more than ten (10) years prior to the date of any Land activity. Plans prepared more than ten (10) years prior to the anticipated Land Activities date must be reviewed and updated for STATE's approval in accordance with Section 3.B. herein.

In the event that the TOWN proposes new Land Activities not included in a previously approved Plan, the TOWN shall submit an amendment to the Stewardship Plan for STATE's approval in accordance with Section 3.B. herein prior to conducting any such new Land activity. Such amendments shall include any changes and additions to or deletions from the approved Stewardship Plan.

C. Timber harvesting with respect to such Land Activities shall be conducted in accordance with the approved Stewardship Plan and be supervised by a Resource Professional and shall be subject to the following additional requirements:

- i. Harvesting shall be carried out in accordance with all applicable local, state, federal, and other laws and regulations, and in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (NH Division of Forests and Lands, and UNH Cooperative Extension, 2016), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (NH Division of Forests and Lands, and UNH Cooperative Extension, Bennett, Karen P., editor, 2010), and "Best Management

Practices for Erosion Control During Trail Maintenance and Construction” (NH Division of Parks and Recreation, Bureau of Trails, 2017), or similar successor publications.

- ii. In areas used by, or visible to, the general public, such harvesting shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in “A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners” (Geoffrey Jones, 1993) or similar successor publications

#### 4. RESERVED RIGHTS

- A. TOWN reserves the right to post against vehicles, motorized or otherwise.
- B. With notice to the STATE, the TOWN reserves the right to introduce, maintain, repair or replace utilities, access roads, parking areas and log landings, as necessary to support the conservation, recreation, and forest management goals of the Stewardship Plan for the Property.
- C. TOWN reserves the right to maintain, construct, and/or reconstruct a natural or manmade water control structure or structures as necessary to maintain water levels necessary to accomplish the wildlife habitat goals outlined in the Stewardship Plan for the Property.
- D. TOWN reserves the right to install wetland crossings along the Davis Path and other woods roads on the property, as necessary, to maintain access for Forestry and other habitat management purposes, consistent with the goals outlined in the Stewardship Plan for the Property.

#### 5. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The STATE, or its agents, shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance with and to enforce the terms of this Conservation Easement Deed, and to exercise the rights conveyed hereby and to fulfill the responsibilities and carry out the duties assumed by acceptance of this Conservation Easement Deed.
- B. If the TOWN ceases to maintain the existing trails as public footpaths, the STATE may elect to manage the foot paths or appoint another conservation organization to manage the footpaths.
- C. There is hereby conveyed pedestrian access to, on and across the Property for such activities as hunting, bird watching, cross-country skiing, hiking and transitory recreational purposes, but not camping, by members of the public. The STATE may, with the approval of the TOWN, and after holding a properly noticed public hearing, temporarily post the Property against such access in the interest of public safety or for the protection of threatened or endangered species.

D. The TOWN and the STATE agree that it is important to manage the wildlife resources utilizing habitat manipulation and population management techniques, including regulating hunting. Therefore, they will seek to establish a coordinated wildlife habitat management plan, but the STATE shall retain the right to withhold approval.

E. The STATE has the right to maintain, construct and/or reconstruct a water control structure for the purpose of wildlife habitat management, in accordance with the coordinated wildlife habitat management plan with the TOWN.

#### 6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. TOWN agrees to notify the STATE in writing ten (10) days before the transfer of title to or any interest in the Property.

B. STATE shall be under no obligation to maintain Property or to pay taxes or assessments thereon.

#### 7. BENEFITS AND BURDENS

The burden of the Conservation Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Conservation Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the United States Government or any subdivision of either of them, consistent with Section 170 (c) (1) of Internal Revenue Code of 1986, as amend, 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 conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer.

#### 8. MERGER

The TOWN and STATE explicitly agree that it is 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 STATE, 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

## 9. BREACH OF EASEMENT

A. When a breach of this Conservation Easement, or conduct by anyone inconsistent with this Conservation Easement, comes to the attention of the STATE, it shall notify the then owner (TOWN) of the Property in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. Said TOWN shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the STATE thereof.

C. If said TOWN fails to take such curative action, the STATE, its successors or assigns, may undertake any action that are reasonably necessary to cure such breach, and the cost thereof including the STATE's expenses, court costs and legal fees shall be paid by the said TOWN, provided the said TOWN is determined to be directly or indirectly responsible for the breach.

D. The TOWN may, however, take prudent actions under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from natural events such as, but not limited to, fire, flood, wind and earth movement.

## 10. SEVERABILITY

If any provision of this easement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of the Conservation Easement shall not be affected thereby.

## 11. CONDEMNATION

A. Whenever all or part of the Property is taken in the exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Easement conveyed hereby, the TOWN and the STATE, or either of them, may thereupon act jointly or separately to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them, or either of them, thereby to be paid out of the damages recovered.

B. The balance of the damages (proceeds) recovered shall be divided between the TOWN and the STATE in proportion to the full and fair market value of the respective interest of the TOWN and STATE in the part of the Property condemned, as determined immediately after the execution and delivery of this Conservation Easement, taken as a proportion of the sum of said values, Any increase attributable to improvements made after the date of this Conservation

Easement shall accrue to the party who made the improvements. The STATE shall use its share of the proceeds in a manner consistent with and in furtherance of conservation purposes.

## 12. ADDITIONAL EASEMENT

Should the TOWN determine that the expressed purposes of this Conservation Easement Deed could better be effectuated by the conveyance of an additional easement, the TOWN may execute an additional instrument to that effect, provided that the conservation purposes of this Conservation Easement Deed are not diminished thereby and that a public agency or qualified organization described in Section 7 above, accepts and records the additional easement.

The STATE, by accepting and recording this Second Restated and Amended Conservation Easement Deed 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 provided for and incumbent upon the STATE, all in the furtherance of the conservation purposes for which this Second Restated and Amended Conservation Easement is delivered and that any previous conservation easements are in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021

Town of New London Board of Selectmen

\_\_\_\_\_  
John A. Cannon, Chair

\_\_\_\_\_  
Nancy L. Rollins

\_\_\_\_\_  
Janet R. Kidder

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned officer,  
personally appeared the Board of Selectmen, Town of New London who acknowledged the  
foregoing to be their voluntary act and deed for the purposes therein contained.

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

Accepted: State of New Hampshire Fish & Game Department

Date: 10-11-21

By: Scott R Mason  
Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, SS

Personally appeared Scott R. Mason, Executive Director of the New Hampshire Fish and Game Department, this 13<sup>th</sup> day of October, 2021 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.



Before me, Tanya L. Haskell  
Justice of the Peace/Notary Public [seal]  
My commission expires: 10/21/2025

The property described as Tract III was accepted  
by the Town of New London: 2020 Warrant Article 21.

This easement donation was accepted by the  
NH Fish and Game Commission on: September 14, 2021

Approved by Governor and Executive Council: \_\_\_\_\_ Item # \_\_\_\_\_

APPENDIX A  
Property Description

**Tract 1**

A certain tract or parcel of land situated on the southerly side of New Hampshire Route 11, Town of New London, County of Merrimack, State of New Hampshire, indicated as Parcel 88-7 on the Annexation Plan Property of Town of New London and Christopher & Maria Elena Lynch prepared by Pierre Bedard and Associates, recorded in the Merrimack County Registry of Deeds on November 16, 1993 as Plan #12841, more particularly bounded and described as follows:

Beginning at the end of a stonewall on the southerly sideline of New Hampshire Route 11 being the northwesterly corner of the tract herein described; thence North 89 degrees 36' 39" East a distance of 751.75 feet, more or less, along the southerly sideline of New Hampshire Route 11 to a New Hampshire Highway Department concrete bound; thence North 8 degrees 36' 39" East a distance of 150.34 feet, more or less, along said Route 11 to a point; thence South 26 degrees 14' 54" East a distance of 101.46 feet, more or less, along the land now or formerly of Harold L. Pratt to an iron pipe; thence South 73 degrees 00' 06" West a distance of 133.77 feet, more or less along said Pratt land to an iron pipe; thence South 25 degrees 26' 24" East a distance of 1365.13 feet, more or less, along said Pratt land to an iron pipe at the land now or formerly of the Town of New London and land now or formerly of Christopher and Maria Elena Lynch; thence South 50 degrees 42' 44" West a distance of 163.74 feet, more or less, along said land of Lynch to an iron rod; thence South 13 degrees 13' 44" East a distance of 206.52 feet, more or less, along said land of Lynch to an iron rod; thence South 6 degrees 18' 15" East a distance of 290.57 feet, more or less along said land of Lynch to an iron rod; thence South 24 degrees 45' 39" East a distance of 244.53 feet, more or less, along said land of Lynch to an iron rod set in a rock; thence South 09 degrees 54' 38" East a distance of 244.66 feet, more or less along said land of Lynch to an iron rod; thence South 16 degrees 28' 12" East a distance of 371.90 feet, more or less, along said land of Lynch to an iron rod set in a rock; thence South 7 degrees 40' 58" West a distance of 461.52 feet, more or less along said land of Lynch to an iron rod; thence South 29 Degrees 29' 36" East a distance of 240.95 feet, more or less along said land of Lynch to an iron rod; thence South 17 degrees 18' 19" East a distance of 704.38 feet, more or less along said land of Lynch to an iron rod; thence 46 degrees 07' 41" a distance of 169.93 feet, more or less along said land of Lynch to an iron rod; thence 46 degrees 07' 41" a distance of 10.00 feet, more or less along said land of Lynch to a right-of-way; thence in a Southerly direction a distance of 815 feet, more or less along the Western edge of the right-of-way to an iron pipe set in stones on the Northerly side of Mountain Road; thence in a Westerly direction a distance of 416 feet, more of less to the Easterly side of Wilder Land; thence in a Northwesterly direction a distance of 182 feet, more or less along the Easterly side of Wilder Lane to an iron pipe; thence North 19 degrees 39' 46" West a distance of 554.12 feet more or less, to an iron pin; thence North 19 degrees 39' 46" West a

distance of 230.00 feet more or less, to an iron pin; thence North 19 degrees 39' 46" West a distance of 250.00 feet more or less, to an iron pin; thence North 19 degrees 39' 46" West a distance of 260.00 feet more or less, to an iron pin; thence South 56 degrees 41' 41" West a distance of 230.00 feet, more or less to an iron pin; thence North 31 degrees 26' 27" West a distance of 406.68 feet, more or less to an iron pin; thence in a Southwesterly direction a distance of 446.06 feet on a curve with a radius of 667.50 feet to an iron pin located on the Eastern side of Wilder Road; thence in a northerly direction a distance of 50.00 feet, more or less, along the easterly side of Wilder Lane to an iron pin; thence in a Northeasterly direction a distance of 395.39 feet, more or less, on a curve with a radius of 500.00 feet to an iron pin; thence North 20 degrees 01' 30" West a distance of 170.00 feet, more or less to an iron pin thence North 20 degrees 09' 06" West a distance of 365.0 feet, more or less, to an iron pin; thence North 20 degrees 09' 06" West a distance of 25.0 feet, more or less to an iron pin; thence North 11 degrees 39' 46" West a distance of 340.0 feet, more or less, to an iron pin; thence North 46 degrees 22' 38" East a distance of 80.0 feet, more or less to an iron pin; thence North 45 degrees 39' 46" West a distance of 198.0 feet, more or less, to an iron rod at the end of a stonewall; thence South 48 degrees 06' 32" West a distance of 260.71 feet, more or less to the end of a stone wall; thence South 48 degrees 41' 40" West a distance of 130.0 feet, more or less, along a stonewall at lands now or formerly of Shaker Pines Estates land to an iron pin in said stonewall at said Shaker Pines Estates land and now or formerly of H. Robert and Karen ( also sometime spelled as Kaaren) Drent; thence North 36 degrees 16' 14" West a distance of 524.01 feet, more or less, along said Drent land, and land now or formerly of Rodney W. And Helen G. Pugh, past an iron rod, along land now or formerly of Dorothy Homan Johnson and along land now or formerly of Wesley G. and Nancy H. Nichols, to a stone bound; thence North 47 degrees 40' 48" East a distance of 317.83 feet, more or less, along land now or formerly of Emory W. and Susannah E. Sanders to a stone bound; thence North 34 degrees 36' 39" West a distance of 892.50 feet, more or less, along Sanders land to a stone bound; thence South 53 degrees 01' 45" West a distance of 525.54 feet, more or less, along said Sanders land to an iron bolt set in a drill hole in a stonewall; thence North 36 degrees 13' 34" West a distance of 50.14 feet, more or less, along said stonewall and land now or formerly of James B. Suzanne M. Clancy to a drill hole in said stonewall; thence North 35 degrees 34' 06" West a distance of 396.17 feet, more or less, along a stonewall and said Clancy land to the intersection of another stonewall; thence North 47 degrees 27' 49" East a distance of 981.88 feet, more or less along said other stonewall and land now or formerly of George A. Darrah to the end of said stonewall; thence North 47 degrees 30' 27" East a distance of 68.16 feet, more or less along said Darrah land to a stonewall; thence North 49 degrees 37' 25" East a distance of 337.49 feet, more or less, along said stonewall and said Darrah land to the end of said wall; thence North 46 degrees 30' 29" East a distance of 472.94 feet, more or less along said Darrah land to a stone wall; thence North 47 degrees 38' 00" a distance of 270.28 feet, more or less, along said stonewall to the point of beginning; Containing 98.88 acres, more or less.

Meaning and intending to describe and restate a Conservation Easement on a portion of the same premises conveyed to the Town of New London by deed of The Ausbon Sargent Land Preservation Trust, dated December 20, 1994, and recorded at the Merrimack County Registry of Deeds at Book 1978, Page 1523.

## **Tract II**

Meaning and intending to describe and restate a Conservation Easement over lands owned by the Town of New London by:

Warranty Deed of Shaker Pines Estates, dated April 17, 1978, and recorded at the Merrimack County Registry of Deeds April 28, 1978, at Book 1318, Page 247, being 33 acres; and

Warranty Deed of Shaker Pines Estates, dated April 17, 1978, and recorded at the Merrimack County Registry of Deeds April 28, 1978, at Book 1318, Page 249, being 10.1 acres; and

Warranty Deed of Shaker Pines Estates, dated July 11, 1979, and recorded at the Merrimack County Registry of Deeds July 12, 1979 at Book 1351, Page 111, being 11.49 acres; and

Warranty Deed of Shaker Pines Estates, dated June 30, 1982, and recorded at the Merrimack County Registry of Deeds July 22, 1982, at Book 1421, Page 160, being 13 acres; and

Warranty Deed of Sallie Buker Johnson as Trustee of the Harold W. Buker Jr. 1996 Revocable Trust, dated April 28, 1998, and recorded at the Merrimack County Registry of Deeds May 1, 1998, at Book 2097, Page 1246, with a total acreage conveyed being 12.75 acres; and

Reference is hereby made to a Warranty Deed by the Town of New London to Christopher R. and Maria Elena Lynch recorded March 23, 2009 at Book 3117, Page 1173, for 8.98 acres, in exchange for a Warranty Deed of Christopher R. Lynch and Maria Elena Lynch, dated January 19, 2009, and recorded at the Merrimack County Registry of Deeds March 23, 2009 at Book 3117, Page 1178, being 2.08 acres.

Total acreage being 73.44 acres.

Merger of Tracts I and II are shown on a survey prepared by Pierre Bedard and Associates for the Town of New London, recorded in the Merrimack County Registry of Deeds on March 23, 2009, as Plan #19209.

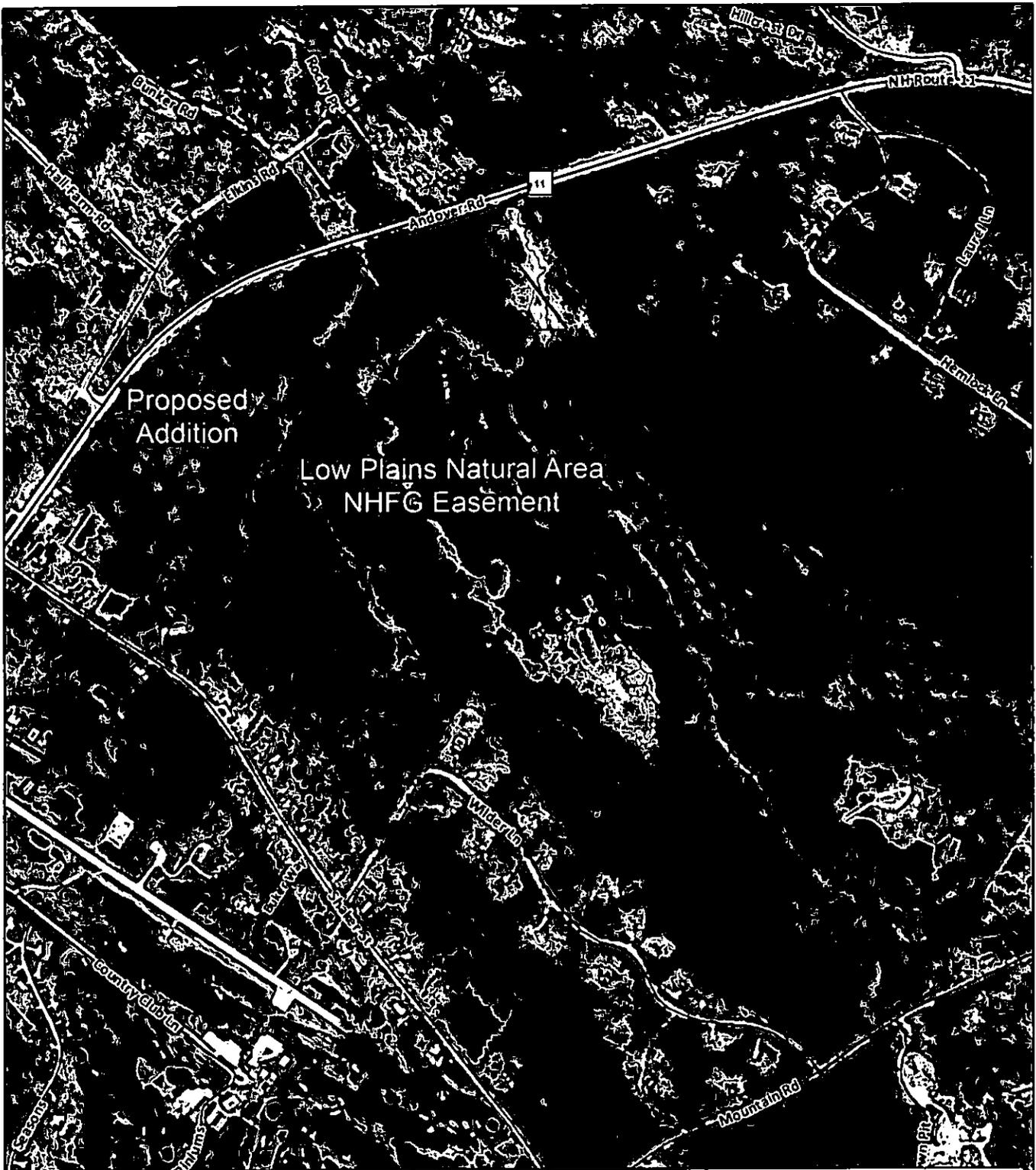
### **Tract III**

A certain tract or parcel of land, with any improvements thereon, situated in New London, County of Merrimack and State of New Hampshire, being identified as Tax Map 98 Lot 14 on a Survey Plan entitled "Tax Map 98 Lot 14 - Shaker Street - Plan of Physical Evidence survey - Property of the George B. Darrah Revocable Trust (1/2) - Richard B. Darrah Revocable Trust (1/2)- Located in New London, N.H.," dated July 22, 2019, prepared by Clayton E. Platt, L.L.S., said plan being recorded in the Merrimack County Registry of Deeds as Plan #2019-00012898, said tract or parcel being more particularly bounded and described as follows:

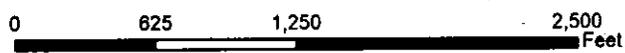
Beginning at a concrete NH Highway Bound set on the Southeasterly edge of the right-of-way for N.H. Route 11, so-called, said point of beginning being a Northwesterly corner of the premises described herein; thence South 40° 06' 32" East along land of the State of New Hampshire to a concrete NH Highway Bound at the most Northerly corner of land of Elizabeth and Jeremy Kellet; thence continuing South 40° 06' 32" East two hundred ten and ten hundredths (210.10) feet to a 3/4" iron rod; thence South 49° 36' 26" West two hundred forty-nine and seventy-nine hundredths (249.79) feet to a granite bound; thence South 40° 25' 07" East one hundred eighty-four and fifty-six hundredths (184.56) feet to a granite bound; thence South 49° 31' 04" West nine and no hundredths (9.00) feet to a 3/4" iron rod at land of the Douglas Lyon Trust, the previous four courses having been against said Kellet land; thence South 40° 34' 52" East one hundred sixty-six and no hundredths (166.00) feet to a 3/4" iron rod; thence South 49° 25' 08" West two hundred forty and no hundredths (240.00) feet to a 1" iron pipe; thence continuing South 49° 25' 08" West two and seventy-three hundredths (2.73) feet to a stone wall running along the Northeasterly edge of the right-of-way for Shaker Street, so-called, the previous three courses having been against land of said Douglas Lyon Trust; thence South 44° 22' 03" East two hundred six and thirty hundredths (206.30) feet along a stone wall and along the Northeasterly edge of the right-of-way for said Shaker Street to a junction of stone walls at land of Karen Cotter; thence Northeasterly along a stone wall and against said Cotter land four hundred thirty-five and no hundredths (435.00) feet, more or less, to a corner of walls; thence continuing Northeasterly along a stone wall two thousand four hundred and seventy-five hundredths (2,400.75) feet, more or less, to a point on the Southeasterly edge of the right-of-way for said N.H. Route 11; thence Southwesterly along the Southeasterly edge of the right-of-way for said N.H. Route 11, two thousand two hundred ten and no hundredths (2,210.00) feet, more or less, to the point of beginning; consisting of thirty (30) acres of land, more or less.

Meaning and intending and intending to describe and convey a parcel of land conveyed from Jane E. Darrah, Trustee of the George W. Darrah Revocable Trust, and Richard B. Darrah and Suzanne B. Astolfi Darrah, Trustees of the Richard B. Darrah Revocable Trust, to the Town of New London by Warranty Deed recorded August 1, 2019, at Book 3640, Page 2075.

Further intending to describe a portion of Tract 2 of those premises which were conveyed from George W. Darrah, Trustee of the George A. Darrah Trust, to George E. Darrah and Jane E. Darrah, Trustees of the George W. Darrah Revocable Trust, and Richard B. Darrah, Trustee of the Richard B. Darrah Revocable Trust, by Fiduciary Deed recorded December 29, 2000 at Book 2237, Page 1621.



# Proposed Addition to the Low Plains Natural Area Easement



Legend	
	Low Plain CE Addition
<b>NHFG Lands</b>	
	Conservation Easement



September 9, 2021

TO: Fish & Game Commissioners & Staff  
FROM: Scott R. Mason, Executive Director  
SUBJECT: COMMISSION AGENDA – SEPTEMBER 14, 2021

There will be a meeting of the NH Fish and Game Commission on Tuesday, **September 14, 2021, at 1:00 p.m.**, at the Bridgewater Meeting House, 297 Mayhew Turnpike, Bridgewater, NH.

The public is entitled to attend all Commission Meetings and when recognized by the Chairman, the public may speak on any item on the agenda. The Chairman reserves the right to limit public comments to the extent necessary for the orderly conduct of the meeting.

**ACTION ITEMS:**

- 1.) Approval of the August 10, 2021 Commission Minutes. (E. Stohl)
- 2.) Consent Agenda – The following items are grouped together and noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. The Commission members may remove certain items, if further public input or discussion is deemed necessary.
  - 2a.) Approval to accept a donation in the amount of \$40.00 from Tim Decker, Hanover, NH, in appreciation for maintaining the fields at Lower Shaker Wildlife Management Area, to be deposited into the Wildlife Habitat Account. (J. Oehler)
  - 2b.) Approval to accept the donation of tackle craft, lure making & fly tying materials, made to the “Let’s Go Fishing” Program, valued at \$2,500, from Ann Weider, Barrington, NH, in memory of her husband, Greg Weider, who was an avid fisherman. (N. Whitley)
  - 2c.) Approval to accept a donation in the amount of \$100.00 from Donald Vezina, to honor & in appreciation for the service consistently provided by the Law Enforcement Division’s Sonar Team, to be deposited into the Search & Rescue Account. (K. Jordan)
  - 2d.) Approval to accept a donation in the amount of \$200.00 from Mark Wheaton, to honor & in appreciation for the service consistently provided by the Law Enforcement Division’s Dive Team, to be deposited into the Search & Rescue Account. (K. Jordan)

2e.) Approval to accept a donation in the amount of \$47.00 from an anonymous donor attending the Cheshire Ag Days, to honor & in appreciation for the service consistently provided by the Law Enforcement Division, to be deposited into the Operation Game Thief Account. (K. Jordan)

2f.) Approval to accept a donation in the amount of \$100.00 from Sharon Joyce, Michelle Auger, Kathy Dayotis & Fran Allen, in memory of George Stokinger, to be deposited into the Search & Rescue Account. (K. Jordan)

2g.) Approval to accept a donation in the amount of \$1,000 from Joanne Carlson, in memory of retired District One Sergeant, Carl Carlson, who recently passed away, to be deposited into the Search & Rescue Account. (K. Jordan)

3.) Approval to accept the donation of a parking area from Kevin Smith, Raynham, MA, to provide public access to the Upper Ammonoosuc Wildlife Management Area in Stark, NH, valued at \$1,250. (J. Oehler)

\* 4.) ~~Approval to accept the donation of a 30-acre conservation easement from the Town of New London, at the Low Plains Natural Area, Route 11, New London, NH. (J. Oehler)~~

5.) Approval to accept six prize donations (listed below) generously provided by Sturm, Ruger & Company, Woodman Arms, Prime Archery, Morse Sporting Goods, The Ruffed Grouse Society, and the NH State Chapter of the National Wild Turkey Federation, to be utilized for survey prizes. (D. Bergeron)

**INFORMATION ITEM:**

1.) Financial Statement dated August 31, 2021. (K. LaBonte)

2.) Overview of the Wildlife Division's Habitat Program. (J. Oehler)

3.) Sidé-scan sonar demonstration (K, Jordan)

**COMMITTEE STRUCTURE:**

**LEGISLATIVE COMMITTEE:** Public policy development & recommendations, as well as Commission advocacy before legislature. Commissioner Green, Chair; Commissioners: DeBow, Price & Hodgson

**GOVERNANCE COMMITTEE:** Commission professional development, education & policy recommendations related to Commission conduct & activities. Commissioner Lachance, Chair; Commissioners: Green & Temple.

**SUSTAINABILITY & STRATEGIC PLANNING:** Agency funding, development & oversight of strategic plan. Commissioner Hodgdon, Chair; Commissioners: Caveney & Hodgson.

**RESOURCES & INFRASTRUCTURE:** Policy recommendations related to agency infrastructure; including facilities, public access, habitat & wildlife. Commissioner Temple, Chair; Commissioners: McInnis, Lachance & Caveney.

**PUBLIC ENGAGEMENT & EDUCATION:** Engagement, partnership, awards, public recognition & education strategies for the public & interest groups. Commissioner DeBow, Chair; Commissioners: Hodgdon & Price.

**OLD BUSINESS:**

**NEW BUSINESS:**

**COMMISSIONERS REPORTS:** Commissioners will report on their recent activities as it relates to Fish & Game Commission duties and responsibilities. This is an informational item only.

**DIRECTOR'S REPORT:** The Director will report on recent department activities. This is an information item only.

**CALL TO THE PUBLIC:**

A handwritten signature in black ink that reads "Scott R. Mason". The signature is written in a cursive, flowing style.

Scott R. Mason, Executive Director  
NH Fish & Game Department