



# New Hampshire Fish and Game Department

JS

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6580  
(603) 271-3421  
FAX (603) 271-1438

MAY01 '23 AM 11:55 RCU  
[www.WildNH.com](http://www.WildNH.com)  
e-mail: [info@wildlife.nh.gov](mailto:info@wildlife.nh.gov)  
TDD Access: Relay NH 1-800-735-2964

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April 12, 2023

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 11.2+/- acres in the Town of Ossipee, New Hampshire from the Law Office of Walker & Varney (Vendor Code 157982), acting as agent for Moose Mountains Regional Greenways at the bargain sale value of \$165,000, effective upon Governor and Council approval through June 30, 2023. 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

FY2023

\$165,000.00

## EXPLANATION

NHFG proposes to purchase fee title to 11.2+/- acres in the Town of Ossipee. This acreage is abutting and will be an addition to the 100+/- acre Garland Pond Wildlife Management Area located in Ossipee acquired between 1990 and 1992. Garland Pond supports a variety of wild birds and mammals including waterfowl. This acquisition will allow for habitat management activities on a larger, contiguous WMA, while protecting habitat and to ensure public access for low impact, noncommercial recreational uses such as hunting, trapping, fishing and other wildlife-related recreational activities in perpetuity.

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](mailto: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](mailto: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](mailto: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](mailto:reg4@wildlife.nh.gov)

**Inter-Department Communication**

**DATE:** April 28, 2023

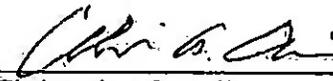
**FROM:** Christopher G. Aslin                      **AT (OFFICE)** Department of Justice  
Senior Assistant Attorney General                      Environmental Protection Bureau

**SUBJECT:** Garland Pond Acquisition, Town of Ossipee

**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(I) 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 Moose Mountains Regional Greenways, with a mailing address P.O. Box 191, Union NH 03887 (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:

Certain tracts of land consisting of three (3) separate tax lots situated in the Town of Ossipee, Carrol County, State of NH, with a total of 11.2 acres, more or less, and are further identified as Ossipee Tax Map 254, Lot 6 (2.9ac), Lot 9 (3.4ac) and Lot10 (4.9 ac) (herein the "Property") bounded and described as follows:

- Tract I (Tax Map 254, Lot 6) – 234 Chickville Road, is located on the southerly side of Chickville Road and is bounded on the east by land now or formerly of the State of New Hampshire acting through the Fish and Game Department (see deed recorded Book 1474, Page 659); on the south by Garland Pond and land now or formerly of the State of New Hampshire acting through the Fish and Game Department (see deed recorded Book 1414, Page 74); on the west by Parcel 2 described below, being now or formerly of the Grantor; and on the north by Chickville Road.
- Tract II (Tax Map 254, Lot 9) – 249 Chickville Road, is located on the southerly side of Chickville Road and the easterly side of Sawyer Road and is bounded on the east by Parcel 1 above-described, being now or formerly of the Grantor; on the southeast by land now or formerly of the State of New Hampshire acting through the Fish and Game Department (see deed recorded Book 1414, Page 74); on the southwest by land now or formerly of the Simpson Family Trust (see deed recorded Book 3584, Page 361).

RESERVING in favor of (Tax Map 254, Lot 18) 256 Chickville Road, Ossipee, NH (the 256 Chickville Road property is currently owned by the grantor), an easement to maintain the current view over the above-described Parcels 1 & 2. The easement shall include the right of the owner

of the 256 Chickville Road property to mow the existing field on said Parcels 1 & 2. Any damage done to Parcels 1 & 2 as a result of the mowing activities shall be promptly repaired at the owner of the 256 Chickville Road property's expense. The owner of the 256 Chickville Road property shall hold harmless the within grantee and its successors in interest from any property damage or injuries suffered in connection with the mowing activities

- Tract III (Tax Map 254, Lot 10) – 64 Sawyer Road. Beginning at an iron stake and stones set in a cross wall on the southeast side of Sawyer Road and following the stone wall in a easterly direction approximately 378 feet to land now or formerly owned by the New Hampshire Fish and Game; thence turning at an angle by said New Hampshire Fish and Game land and running in a northeasterly direction approximately 600 feet to land owned now or formerly by Yakutat Properties, LLC. thence turning at an angle by said Yakutat Properties and running in a northwesterly direction approximately 348.3 feet to Sawyer Road. thence turning at an angle by said road and running in a southwesterly direction approximately 852.3 feet to the point of beginning. encompassing 4.9 acres more or less.

Meaning and intending to describe and convey the same premises conveyed at Warranty Deed from Yakutat Properties, LLC to Dan Hole Pond Watershed Trust recorded June 4, 2021 at Book 3595, Page 383 (Tracts I and II), and by Warranty Deed from Simpson Family Trust to Dan Hole Pond Watershed Trust recorded May 26, 2021, at Book 3593, Page 474 (Tract III).

All properties and easements held by Dan Hole Pond Watershed Trust have become the property of Moose Mountains Regional Greenways, through a Notice of Merger, whereby Dan Hole Pond Watershed Trust was merged into Moose Mountains Regional Greenways, effective date June 30, 2021, recorded July 1, 2021 at Book 3601, Page 924.

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

SELLER:

\_\_\_\_\_  
By: Jillian Eldredge, Executive Director

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

I, hereby certify that Jillian Eldredge, personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (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 \_\_\_\_\_, 2023.

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

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Scott R.  
Mason, who acknowledges himself 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 11.2+/- acres, as described above as three lots in the town of Ossipee, 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" 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 Garland Pond Management Area (WMA). The Department, 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 \_\_\_\_\_, 2023.

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

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Scott R. Mason, who acknowledges himself 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:

# Garland Pond WMA ~ MMRG Acquisition 2023



## Legend

- State
- County
- City/Town
- Conservation and Public Land

Map Scale

1:6,494

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Map Generated: 1/4/2023



## Notes

