



New Hampshire Fish and Game Department

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March 19, 2024

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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 187.58+/- acres in the Town of Springfield, New Hampshire and to pay the Law Office of Ransmeier & Spellman (VC# 157133), Concord, NH, acting as agent for the State, \$319,950, effective upon Governor and Council approval through June 28, 2024. Funding is 100% Federal.

Funding is available in account, Wildlife Habitat Conservation as follows:

	<u>FY2024</u>
03-75-75-751520-21550000-033-509033 Land Acquisitions and Easements	\$319,950

EXPLANATION

NHFG proposes to acquire the fee interest from Jennifer Lyn Shaw to 187.58+/- acres of land located in the Town of Springfield, Sullivan County, which will be added to the Carter Brook Wildlife Management Area. As stated in the federal aid application, the purpose of this purchase is to, "acquire additional real property interests to expand and enhance lands owned by NHFG for conserving, managing, and restoring important habitat for wild birds and mammals, and to enhance public access opportunities for compatible fish and wildlife-based activities such as hunting, fishing, trapping and wildlife viewing." A notice of federal grant participation will be executed at closing by the Department that will require these purposes to be upheld in perpetuity.

This acquisition project presents an opportunity to conserve upland forest directly abutting other state owned lands, which will enhance the wildlife corridor areas for wide ranging mammals such as bear, moose, fisher and deer, and improve this local landscape's capability to support healthy populations of both songbirds and wild gamebirds.

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: March 4, 2024

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

SUBJECT: Shaw Parcel Acquisition, Town of Springfield

TO: Betsy McNaughten, Land Agent
 Facilities and Lands Division
 Fish & Game Department

The Office of the Attorney General has reviewed the Warranty Deed from Jennifer Lyn Shaw to NHFG, and the 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 that JENNIFER LYN SHAW of Anchorage Alaska, having a mailing address of 17407 Yellowstone Drive, Eagle River, AK 17407 (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:

A certain tract or parcel of land containing 187.58 acres, more or less, in the Town of Springfield, Sullivan County, New Hampshire, and identified as Town Tax Map 35, Lots 150 and 485, and being the same property shown on a survey dated January 19, 2024, prepared by Clayton E. Platt, NH Licensed Surveyor No. 833 entitled "Carter Brook Management Area, Plan of Standard Property Surveys Prepared for State of New Hampshire, N.H. Fish and Game Department, Property of Jennifer Lyn Shaw" located in the Town of Springfield, N.H., and recorded on February 21, 2024, in the Sullivan County Registry of Deeds at Document #5654, bounded and described as follows:

Beginning at an iron rod set in drill hole at the corner of walls, on the westerly side of Old Grafton Road, said rod marking the southeasterly corner of the parcel herein described,

Thence running along a stonewall and land of MacCreighton, North 66° 16' 21" West 89.33 feet to an iron rod set in the end of a wall:

Thence turning and running, North 14° 42' 11" East 193.87 feet to an iron rod;

Thence continuing, North 19° 08' 28" East 259.48 feet to an iron rod;

Thence continuing, North 28° 38' 28" East 262.45 feet to an iron rod;

Thence continuing, North 44° 19' 09" East 235.62 feet to an iron rod;

Thence continuing, North 33° 26' 27" East 319.67 feet to an iron rod;

Thence continuing, North 42° 01' 06" East 389.43 feet to an iron rod;

Thence turning and running North $65^{\circ} 13' 41''$ West 247.54 feet to an iron rod set at the end of a fence line, the last seven courses running along an old fence line and land of said MacCreighton

Thence continuing North $50^{\circ} 07' 29''$ West 136.68 feet to an iron rod in a large stone pile;

Thence continuing along an old fence line, North $35^{\circ} 56' 32''$ East 502.20 feet to an iron rod;

Thence continuing along an old fence line, North $35^{\circ} 54' 36''$ East 416.49 feet to an iron rod;

Thence continuing along an old, blazed line, North $37^{\circ} 00' 49''$ East 624.31 feet to an iron rod set at the base of a large hemlock tree;

Thence turning and running in a straight line, North $64^{\circ} 44' 19''$ West 1230.80 feet to an iron rod set in a large rock in a stonewall marking the northwest corner of said MacCreighton and land of Shields, the previous five courses running along land of said MacCreighton;

Thence turning and running along said wall, North $38^{\circ} 30' 07''$ East 255.84 feet to an iron rod set at the corner of said wall;

Thence turning and running along said wall, North $64^{\circ} 40' 14''$ West 436.16 feet to a junction of walls;

Thence continuing along said wall, North $64^{\circ} 13' 29''$ West 320.83 feet to a point in said wall;

Thence continuing along said wall, North $65^{\circ} 32' 49''$ West 384.73 feet to an iron rod in a drill hole set at the corner of walls on the easterly side of Shad Hill Road, so-called, the previous four courses running along land of Shields;

Thence running northerly along the easterly side of Shad Hill Road 1726' to an iron rod set at the corner of walls marking the junction of Shad Hill Road and the Old Gilman Road, said rod having two reference ties from the previously mentioned iron rod in a drill hole

First, North $27^{\circ} 07' 39''$ East 1005.46 feet to a junction of walls;

Thence North $03^{\circ} 56' 15''$ East 715.90 feet to said rod at the road junction;

Thence turning and running easterly along the southerly side of Old Gilman Road 1120', more less, to an iron rod set in face the road wall, said rod having a tie of South $67^{\circ} 02' 17''$ East 1116.71 feet from the previously mentioned iron rod;

Thence running North $29^{\circ} 44' 26''$ East 14.90 feet to the centerline at the westerly end of the discontinued portion of the Old Gilman Road;

Thence turning and running easterly along the centerline of the old road 1562' more or less to a point opposite and 11.88' southerly of an iron rod on the north side of the old road, said point being South 55° 44' 36" East 1553.52 feet from the aforementioned centerline point;

Thence turning and running partially along a stonewall South 09° 30' 18" West 38.08 feet to an iron rod set in the south end of said wall;

Thence turning South 62° 24' 46" East 105.97 feet to the end of a stone wall;

Thence continuing along said wall, South 54° 17' 10" East 67.26 feet to the end of the wall;

Thence continuing South 45° 04' 08" East 153.21 feet to an iron rod in a stone wall;

Thence turning and running along said wall South 43° 30' 49" West 33.85 feet to a point in said wall;

Thence continuing along said wall, South 29° 04' 11" West 90.72 feet to the end of said wall;

Thence continuing South 43° 22' 02" West 192.96 feet to an iron rod in a stone pile;

Thence turning South 57° 14' 52" East 114.01 feet to the end of a stone wall;

Thence continuing along said wall, South 61° 35' 47" East 260.81 feet to a point in said wall;

Thence continuing along said wall South 57° 40' 21" East 188.86 feet to a point in said wall;

Thence continuing along said wall South 60° 53' 18" East 125.05 feet to drill hole set in the end of wall;

Thence continuing South 60° 52' 28" East 164.97 feet to an iron rod set at the northwest corner of land of the Parsons Trust, last twelve courses running along land of the State of New Hampshire, known as the Aarons Ledge Tract;

Thence turning South 20° 18' 21" West 112.57 feet to an iron rod at the end of a stone wall;

Thence along said wall South 21° 21' 18" 148.20 feet to a corner of walls;

Thence South 22° 21' 33" West 163.90 feet to iron rod set in a boulder at land of Maureen Graham, the previous three courses running along said land of said Parsons;

Thence turning North 66° 08' 53" West 208.44 feet to iron rod;

Thence turning South 49° 53' 41" West 98.30 feet to end of a stone wall;

Thence along said wall South 41° 47' 25" West 103.57 feet to a point in said wall;

Thence partially along said wall South 44° 01'28" West 228.77 feet to an iron rod set at the southwest corner of said Graham property;

Thence turning and running partially along a stone wall South 43° 43'18" East 212.15 feet to an iron rod set on the northwest side of Deep Snow Drive, last five courses running along land of said Graham.;

Thence turning and running southerly along Deep Snow Drive 992 feet more or less to a corner of walls at the northeast corner of the Barden Cemetery, said corner being South 42° 12'15" West 960.24 feet from the aforementioned iron rod;

Thence turning and running along said cemetery wall, North 70° 04'35" West 35.69 feet to a corner walls;

Thence turning and running along said cemetery wall South 15° 36'29" West 33.11 feet to a corner of walls

Thence turning and running along said cemetery wall South 69° 22'40" East 32.89 feet to end of said wall at Deep Snow Drive;

Thence turning and running southerly along Deep Snow Drive 600 feet more or less to an iron rod set at the northeast corner of land of McGraw, said rod being South 07° 35'13" West 598.74 feet from the aforementioned end of the cemetery wall;

Thence turning and running North 41° 29'48" West 353.10 feet to an iron rod;

Thence turning and running South 28° 55'16" West 487.70 feet to an iron rod;

Thence turning and running partially along a stonewall, South 44° 52'45" East 352.11 feet to an iron rod set at the east side of Old Grafton Road, last three courses running along land of said McGraw;

Thence running southwesterly 1826 feet, more or less, along the westerly side of Old Grafton Road to the bound first mentioned, said bound being South 58° 03'25" West 1808.21 feet from the aforementioned iron rod.

All bearings shown are magnetic and all distances are to be considered more or less.

The property is said to contain 187.58 acres, more or less.

EXCEPTING AND RESERVING the rights of the N.E. Electric Cooperative, Inc. or the R.E.A. in said premises.

SUBJECT TO an easement to a certain spring or well situated in the southwest corner of the above land, which is now piped to the house now or formerly of Nancy L. Daniels. The said Nancy L. Daniels, her heirs and assigns, shall have access to the spring and well at all times, together with the right to repair the aqueduct.

Meaning and intending to convey all and the same property conveyed to the Sandra Jane Shaw Living Trust, U/A by Warranty deed of Cote & Reney Lumber, Co., Inc., dated August 30, 2005

and recorded at Book 1537, Page 932. Further described in a Warranty Deed to Jennifer Lyn Shaw by deed of the Jennifer Lyn Shaw, as Successor Trustee of the Sandra Jane Shaw Living Trust, dated May 14, 2015, and recorded June 29, 2015 at Book 1947, Page 304, in the Sullivan County Registry of Deeds.

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 with a grant effective date of August 1, 2021. 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 Sullivan County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

(signature pages to follow)

IN WITNESS WHEREOF, we have hereto set our hands on this _____ day of _____, 2024.

SELLER:

Jennifer Lyn Shaw

STATE OF _____

COUNTY OF _____

I, hereby certify that Jennifer Lyn Shaw, personally appeared before me on this ____ day of _____, 2024, (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 _____, 2024.

Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this _____ day of _____, 2024, 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 187.+/- acres, as described above in the Town of Springfield, NH and further herein, is acquired in part with federal funds received from the Wildlife Restoration Program, Catalog of Federal Domestic Assistance 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) with a grant effective date of 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 newly created Carter Brook Wildlife Management Area. 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 _____, 2024.

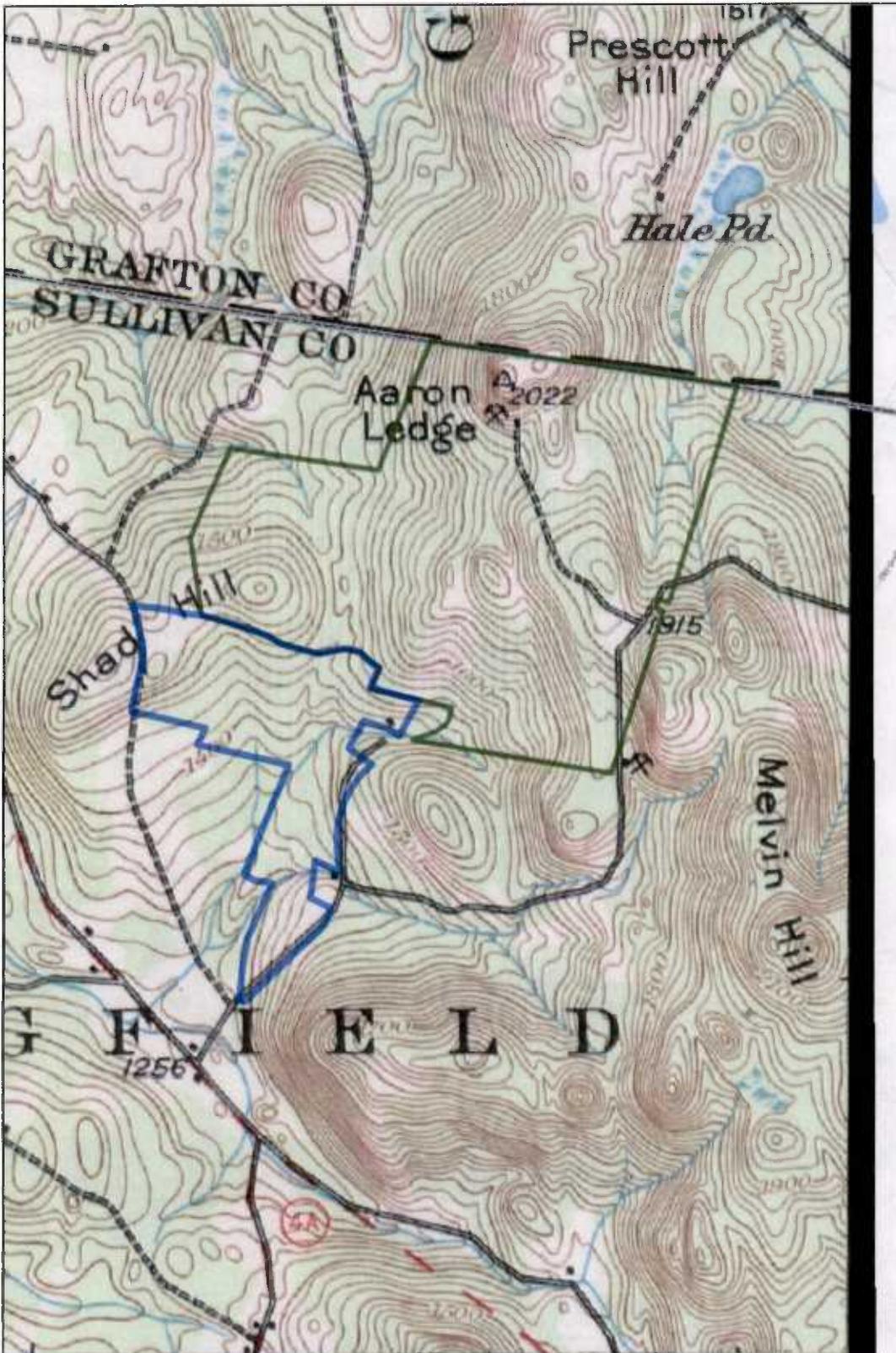
Scott R. Mason, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this ____ day of _____, 2024, 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:

Jennifer Shaw Parcel



Legend

- State
- County
- City/Town
- 1927 with vegetation

Map Scale

1: 25,977

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Map Generated: 3/24/2023



Notes

