State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488
TDD Access: Relay NH 1-800-735-2964
nhdfl.dncr.nh.gov

107

May 29, 2025

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House Concord, NH 03301

REQUESTED ACTION

Pursuant to RSA 227-H:3 and RSA 216-A:3, authorize the Department of Natural and Cultural Resources, Division of Forest and Lands to purchase 4 lots totaling 3.86 +/- acres in the Town of Warner, New Hampshire, from the Society for the Protection of New Hampshire Forests (SPNHF), (VC#177170), Concord, NH for an amount up to and not to exceed $32,725 for the purpose of maintaining continuity among existing State owned parcels of land, effective upon Governor and Executive Council approval. 100% Revolving Funds.

Funding is available in account, Forest Improvement Fund, as follows:

	FY 2025
03-035-035-351010-72000000-033-509033 – Land Acquisitions and Easement	$32,725

EXPLANATION

The State owns property known as Kearsarge State Forest in the Towns of Andover, Warner and Wilmot. The Society for the Protection of New Hampshire Forests (SPNHF) recently purchased 4 lots that have frontage along Kearsarge Mountain Road. The intent of SPNHF's purchase was to preserve the land and prevent it from potentially being developed. SPNHF would like these lots to be managed as part of the Kearsarge State Forest and has therefore offered the land to be purchased by DNCR. Acquisition of these properties, upon approval, will ensure continual access is being protected for the State Park system while maintaining the continuity of the property for the Division of Forests and Lands. This meets DNCR criteria to support both agencies' (the Division of Parks & Recreation, and Forests & Lands) missions for public access and long term multi-integrated forest & recreational management.

Since 1939, SPNHF and the State have worked together to preserve and protect the mountain and its environs which now encompasses 5,003 acres. These 4 lots represent some of the last privately owned land on the Kearsarge Mountain Road, a Class III, Recreational Road, per RSA 233:8.

Respectfully submitted,

Patrick D. Hackley

Patrick Hackley
Director Forests and Lands

Concurred,

Sarah Stewart

Sarah L. Stewart
Commissioner

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the last date set forth below (which may hereinafter be referred to as the "**Effective Date**") between **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS** ("**Seller**"), having a mailing address of 54 Portsmouth Street, Concord, New Hampshire, 03301 and the **STATE OF NEW HAMPSHIRE** ("**Buyer**"), acting through the New Hampshire Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301.

W I T N E S E T H:

1) **Property Description.**
Seller agrees to sell and convey, and Buyer agrees to buy four (4) tracts or parcels of land (hereinafter referred to collectively as the "**Property**"), being unimproved land and consisting of approximately 4 acres in total, situated off Kearsarge Mountain Road, so-called, in the Town of Warner, County of Merrimack, State of New Hampshire, being all of the real property identified as Lots 2, 5, 8, 9, and located in the northwest corner of the "Buntin Lot," so-called, in the subdivision of eleven lots as made by N.O. Whitford in his survey of July 1915, as shown on the map made for the Kearsarge Mountain Road Co., as presently shown on the Town of Warner's Tax Map #22 as Lots # 011, 012, 015, 018, and more particularly described and conveyed in the Fiduciary Deed conveyed by LENIDA F. VORWERK of Sunnyvale, California, Administratrix of the Estate of Andrea Gloria S. Hawkins, to the Society for the Protection of New Hampshire Forests, dated June 16, 2023 and recorded at Merrimack County Registry of Deeds on June 23, 2023 in Book 3829, Page 702.

2) **Purchase Price.**
The purchase price for the Property, shall be Thirty-Two Thousand and Seven Hundred and Twenty-Five Dollars ($32,725) (the "**Purchase Price**"). The Purchase Price shall be paid by the Buyer to the Seller at the time specified in Section 7 hereof.

3) **Deed.**
Seller agrees to deliver, a duly executed, good and sufficient Quitclaim Deed of the Property, conveying good and clear record, marketable and insurable title thereto to Buyer, free and clear of all encumbrances not specifically excepted and/or detailed in this Agreement (the "**Quitclaim Deed**"). The **Quitclaim Deed** shall be developed by Seller at its expense.

4) **Title.**
If Buyer desires an examination of title, Buyer shall pay the cost thereof. If Buyer finds, in its sole discretion, defect(s) in the title to any of the lands which together make up the Property or encumbrances on the Property to which Buyer in good faith objects, it shall so notify Seller of that fact promptly in writing by the transfer of title, specifying the defect(s) to which Buyer objects, failing which this right shall be waived. Upon receipt of such notification Seller shall within sixty (60) days thereafter remove or otherwise remedy said defect(s) to the extent practicable.

Notwithstanding the foregoing, Seller shall be obligated to remove or subordinate, as the case may be, on or before the date of transfer of title and at Seller's sole cost and expense: (i) any mortgages; (ii) any mechanics' or materialmens' liens; and (iii) any other monetary liens encumbering the Property. If Buyer determines that the title is found not to be marketable or not clear of record or not insurable, or if Seller is unable to remove or otherwise remedy the defect(s) to which Buyer objects within said period, this Agreement may be rescinded at the option of Buyer and or else Buyer may elect to accept such title as Seller can convey without diminution in the Purchase Price.

5) **Hazardous Materials.**

a) Seller warrants that during the period that Seller has owned, and will own, the Property, it was not, and will not be, used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations and that, to the best of Seller's knowledge, said Property was not used for any such purposes prior to the time Seller acquired title thereto. Seller further warrants that Seller has found no evidence of hazardous waste or hazardous material on or affecting said land. These warranties shall survive the closing of the transaction contemplated by this Agreement.

b) If Buyer performs an environmental assessment and finds said Property contains hazardous waste or hazardous materials to which Buyer objects, Buyer may then rescind this Agreement by so notifying Seller no later than date of transfer of title or else Buyer shall be deemed to have waived such objections. If such assessment is performed, Buyer agrees that qualified experts will be engaged, that Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report but not later than the above-specified date and will therewith provide Seller with a copy of said report.

6) **Notices.**

Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the Buyer's and Seller's names & addresses cited at top of Page One.

7) **Transfer of Title.**

Unless another time and place is agreed upon in writing by Seller and Buyer, Seller will deliver the Quitclaim Deed to Buyer no later than December 15, 2025 (the "Deed Delivery Date"). Pursuant to RSA 4:29 and RSA 216-A:3, Buyer's acceptance of the Seller's deed and Buyer's authority to pay the Purchase Price to Seller is conditional upon Executive Council approval. Upon such approval, if any, Buyer will be deemed to have accepted the Quitclaim Deed and Buyer shall within 30 days of such approval pay Seller the Purchase Price, subject to the availability of lawfully appropriated funds. To the extent the Executive Council does not approve the transaction, Buyer will be deemed to have not accepted the Quitclaim Deed and to lack authority to pay the Purchase Price. If the Deed Delivery Date is extended by written agreement of the Buyer and Seller, any dates and deadlines imposed in the Agreement that are related to the Deed Delivery Date shall be likewise extended unless otherwise expressly specified.

8) Closing Documents.

a) Seller. On the Deed Delivery Date, Seller shall deliver or cause to be delivered to Buyer each of the following:

i) a New Hampshire Quitclaim Deed, sufficient to transfer and convey to Buyer good and clear record and marketable fee title to the Property as required by this Agreement;

ii) to the extent in Seller's possession, any and all surveys, site plans, engineering plans and studies, utility plans, landscaping plans, and soil tests;

iii) Seller's affidavit, stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and

iv) A New Hampshire Real Estate Transfer Tax Declaration of Consideration (Form CD57-S).

b) Buyer. Within 30 days of approval by the Executive Council, Buyer shall deliver or cause to be delivered to Seller each of the following:

i) the Purchase Price as required pursuant to Section 2 above.

ii) executed counterparts of any other documents herein required to be signed by Buyer; and

iii) A New Hampshire Real Estate Transfer Tax Declaration of Consideration (Form CD57-P).

9) Prorations.

Taxes and special assessments shall be prorated as of date title is transferred to Buyer.

10) Representations and Warranties.

a) Seller represents and warrants to Buyer that the following are true, complete and correct as of the Effective Date of this Agreement and will remain true, complete and correct as of the Closing Date:

i) There is no action, proceeding or investigation pending against Seller or the Property or any part thereof before any court or governmental department, commission, board, agency or instrumentality.

ii) Seller has not received from any governmental authority written notice of any violation of any zoning, building, fire or health code or any other statute, ordinance rule or regulation applicable (or alleged to be applicable) to the Property, or any part thereof, that will not have been corrected prior to the Closing Date.

iii) This Agreement is valid and enforceable against Seller in accordance with its terms, and each instrument to be executed by Seller pursuant to this Agreement, or in connection herewith or therewith, will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms.

iv) With respect to the Property, or any part thereof, there are no unpaid taxes, fees or assessments of any kind or nature whatsoever that are presently due and payable.

b) Buyer represents and warrants to Seller that the following are true, complete and correct as of the Effective Date of this Agreement and will remain true, complete and correct as of the Closing Date:

i) Buyer is duly organized, validly existing, in good standing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Buyer will conflict with or result in the breach of any material contract, agreement, law, rule or regulation to which Buyer is a party or by which Buyer is bound.

ii) This Agreement is valid and enforceable against Buyer in accordance with its terms, and each instrument to be executed by Buyer pursuant to this Agreement, or in connection herewith or therewith, will, when executed and delivered, be valid and enforceable against Buyer in accordance with its terms.

c) The foregoing warranties and representations of Seller and Buyer in this Section 10 shall survive the Closing Date for a period of six (6) months after the Closing Date, before the expiration of which the party claiming a breach must have filed an action in a court of competent jurisdiction, and any warranty and representation not specified in such action shall expire.

11) Possession.

Possession of the Property in the same condition as of the Effective Date of this Agreement, reasonable use, wear and tear excepted, is to be given upon transfer of title, free of all tenants, personal property and encumbrances. Seller shall neither cut nor remove forest products, nor extract or remove sand, gravel, or other natural resources from the Property after the Effective Date of this Agreement without the prior written consent of Buyer.

12) Broker.

The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either Seller or Buyer. However, Seller agrees that Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

13) **Agreement Binding**
This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors' legal representatives, successors and assigns.

14) **Prior statements; Amendment of Agreement**
All prior negotiations, representations, statements, and agreements, whether oral or written, or expressed or implied, heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf. The parties hereto acknowledge and agree that this Agreement may be amended only pursuant to a written agreement executed by the parties hereto with all the formalities hereof.

15) **Governing Law.**
This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New Hampshire.

16) **Additional Provisions.**

a) Upon notice to Seller, Buyer, its agents, employees, invitees, and contractors, may enter the Property for purposes of making measurements, surveys and environmental assessments, determination of fair market value, fundraising activities and generally examining the premises at Buyer's sole risk and expense. No such activities by the Buyer shall interrupt the conduct by the Seller of its normal activities on the Property.

b) Neither this Agreement nor any interest hereunder shall be assigned or transferred by Seller except for Power of Attorney, but may, with prior written notice to Seller, be assigned or transferred by Buyer to any entity (a "Buyer Affiliate"). As used in this Agreement, the term "Buyer" shall be deemed to include any Buyer Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

c) This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all the parties but all of which shall be taken together as a single instrument.

d) In the event that Seller requires additional time to remedy defects in title as set forth in Section 4, above, the parties hereto agree to undertake in good faith efforts to reasonably extend the timeframe devoted to remedying such title defects, together with a reasonable extension of the Closing Date set forth in Section 7, above. Any such extension(s) shall be undertaken in writing and with the formalities described in Section 16, above.

WITNESS the signatures of the above parties as of the dates set forth below.

Seller:

SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: _____
David Jackson Savage, President

May 29, 2025
Date:

Buyer:

STATE OF NEW HAMPSHIRE, acting through the New Hampshire Department of Natural and Cultural Resources.

State of New Hampshire

By: _____
Sarah L. Stewart
Commissioner
Department of Natural and Cultural Resources

05/30/2025
Date

Approved as to form, substance by the Office of the Attorney General.

Nathan W. Kenison-Marvin
Assistant Attorney General

June 6, 2025

Attorney **Date**

4926-7714-8967, v. 1

Business Information

Business Details

Business Name:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS	Business ID:	64922
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/03/1910	Name in State of Incorporation:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
Date of Formation in Jurisdiction:	03/03/1910		
Principal Office Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA	Mailing Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NON-PROFIT LAND PROTECTION AND CONSERVATION EDUCATION ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
David Jackson (Jack) Savage / President	54 Portsmouth Street, Concord, NH, 03301, USA
William (Tuck) Tucker / Chairman of the Board of Directors	54 Portsmouth Street, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

Trade Name Information

Business Name	Business ID	Business Status
THE HIGH WATCH PRESERVE (/online/BusinessInquire/TradeNameInformation?businessID=i6yMApu4Hzg%3D)	267276	Expired
The High Watch Preserve (/online/BusinessInquire/TradeNameInformation?businessID=0Jo7IVlqHIk%3D)	547024	Active
Lost River Gorge (/online/BusinessInquire/TradeNameInformation?businessID=dM0BDIH5j4U%3D)	601715	Active
Lost River Gorge & Boulder Caves (/online/BusinessInquire/TradeNameInformation?businessID=ztvVMNc%2BbfY%3D)	601724	Active
Lost River Reservation (/online/BusinessInquire/TradeNameInformation?businessID=GORRIlFVfvg%3D)	601719	Active
HIT THE TRAIL! (/online/BusinessInquire/TradeNameInformation?businessID=KVTbFQZN358%3D)	221439	Expired

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
		No records to view.	

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1910. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64922**

Certificate Number: **0007043999**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of February A.D. 2025.

David M. Scanlan
Secretary of State

SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
SINCE 1901

54 Portsmouth Street
Concord, NH 03301
Tel. 603.224.9945
info@forestsociety.org
www.forestsociety.org
Follow @forestsociety

EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in a board vote taken on April 17, 2025

VOTED to authorize David Jackson Savage (Jack), President, and Anne G. Truslow, Vice President of Development, to sign all contracts, deeds, checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of December 4, 2019, I hereby confirm that the above Vote was taken by said Board of Trustees on April 17, 2025.

Maria E. Stewart, Assistant Secretary

Attested:

Connelly A. Colton, Notary Public
Commission expires: March 13, 2029

Connelly A Colton
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 3/13/2029

SOCIFOR-09 AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT NAME: Anna Hill
PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Society for the Protection of New Hampshire Forests
54 Portsmouth St
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36063424	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY			73613022	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			93651219	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $						Aggregate	$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71777188	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire grant programs, SCC, SWP, DES DWGTF

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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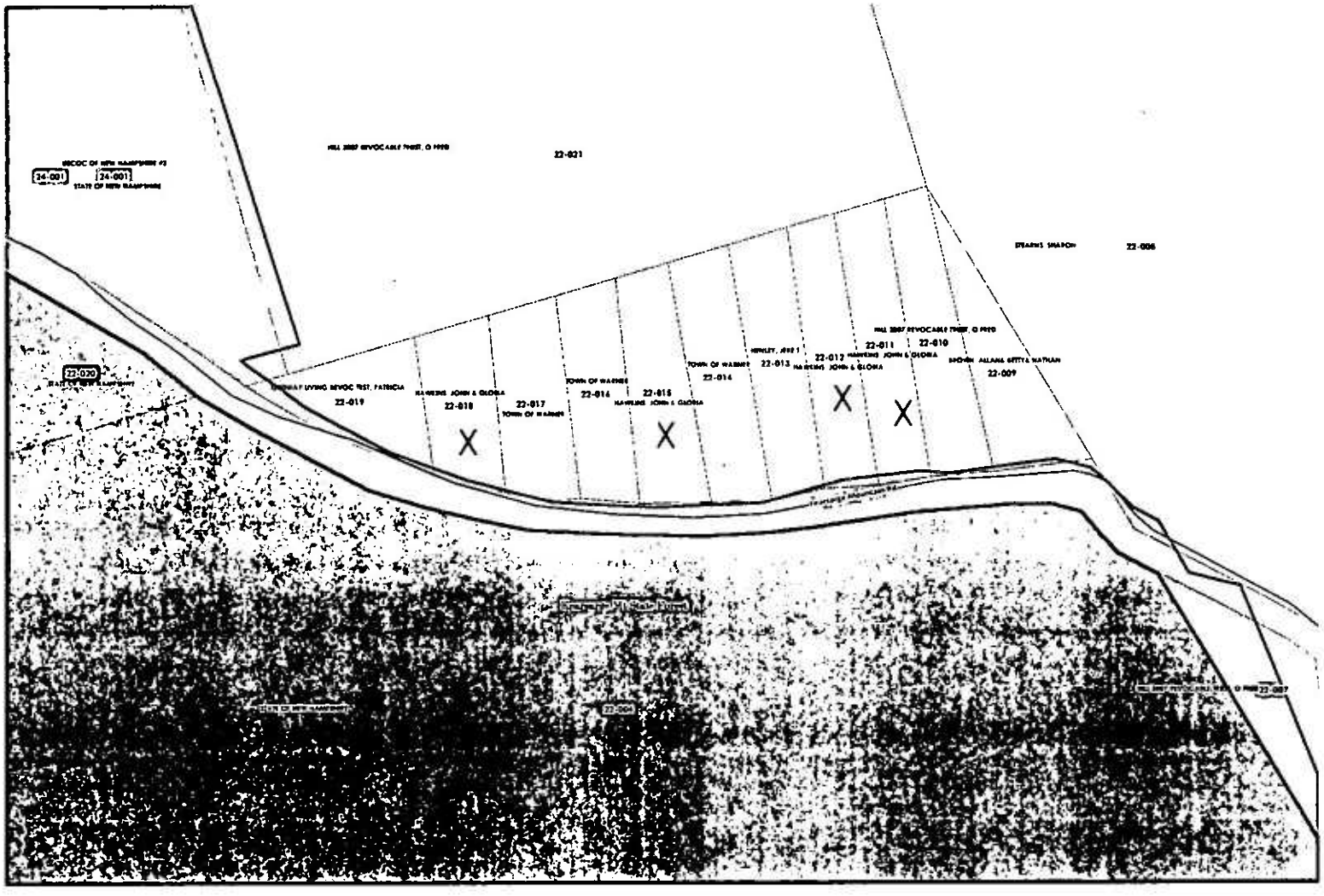
24-001
24-001
STATE OF NEW HAMPSHIRE
22-021
22-006
22-020
22-019
HAWKINS JOHN & GLORIA
22-018
22-017
TOWN OF WARNER
22-016
22-015
HAWKINS JOHN & GLORIA
TOWN OF WARNER
22-014
22-013
22-012
HAWKINS JOHN & GLORIA
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22-009
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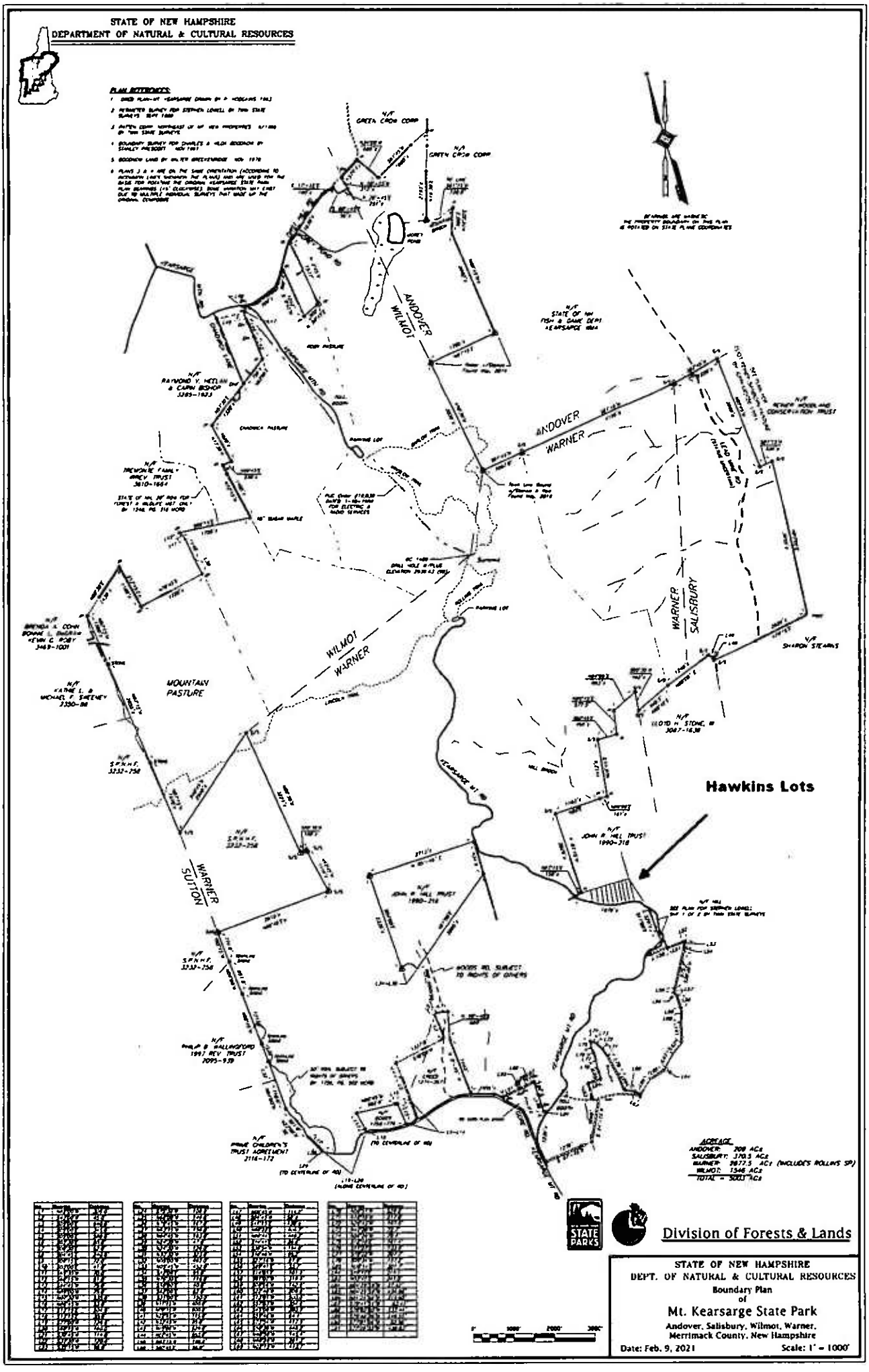
STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL & CULTURAL RESOURCES



Division of Forests & Lands

STATE OF NEW HAMPSHIRE
DEPT. OF NATURAL & CULTURAL RESOURCES
Boundary Plan
of
Mt. Kearsarge State Park
Andover, Salisbury, Wilmot, Warner,
Merrimack County, New Hampshire
Date: Feb. 9, 2021 Scale: 1" = 1000'

Docket Number: 202300008483
Recorded in Merrimack County,NH
Erica S Davis, Register
BK: 3829 PG: 702, 6/23/2023 1:03 PM
LCHIP $25.00 RECORDING $30.00
TRANSFER TAX $360.00
SURCHARGE $2.00

3087
2-
25-

Ransmeier & Spellman P.C.
One Capitol Street
PO Box 600
Concord, NH 03302-0600

360.00

FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, **LENIDA F. VORWERK** of Sunnyvale, California, **Administratrix of the Estate of Andrea Gloria S. Hawkins**, late of Kaneohe, Hawaii, (see 6th Circuit – Probate Division-Concord, Case Number: 317-2022-ET-01193) by the power conferred by the Court and every other power, for Twenty-four Thousand Dollars ($24,000.00) paid, grant to **Society for the Protection of New Hampshire Forests**, a non-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, Concord, New Hampshire 03301-5400, four (4) tracts or parcels of land situated in the Town of Warner, County of Merrimack and State of New Hampshire, further described as follows:

Parcel One: Situated in said Warner, and located in the northwest corner of the "Buntin Lot", so called, and numbered lot number nine (9), in the subdivision of eleven lots as made by N.O. Whitford in his survey of July 1915, as shown on the map made for the Kearsarge Mountain Road Co., and more particularly described as follows:

Beginning for the same at the southeast corner of lot number eight, and running thence north 86° 54' east, 91 feet; thence north 3° 09' west, 485 feet; thence south 74° 30' west, 94 feet, more or less to the northeast corner of lot number eight; thence with the east line of lot number eight, south 3° 06' east, 465 feet to the point of beginning; containing one (1) acre, more or less.

Meaning and intending to describe and convey all and the same premises contained in the Quitclaim Deed to John A. Hawkins from the Town of Warner, dated September 25, 1965 and recorded at Book 1064, Page 345 in the Merrimack County Registry of Deeds. See the Will of John A. Hawkins who died November 20, 2005, filed in the 6th Circuit-Probate Division – Concord. See his death certificate filed at Book 3805, Page 2376 in the Merrimack County registry of Deeds.

Parcel Two: Situated in said Warner, and located in the northwest corner of the "Buntin Lot", so called, and numbered lot number five (5), in the subdivision of eleven lots as made by N.O. Whitford in his survey of July 1915, as shown on the map made for the Kearsarge Mountain Road Co., and more particularly described as follows:

Beginning for the same at the southwest corner of lot number four, and running thence north 86° 54' east, 109 feet; thence north 3° 06' west, 401 feet; thence south 74° 30' west, 110 feet, more or less to the northeast corner of lot number four; thence with the east line of lot number four, south 3° 96' east, 378 feet to the point of beginning; containing one (1) acre, more or less.

Meaning and intending to describe and convey all and the same premises contained in the Quitclaim Deed to John A. Hawkins from the Town of Warner, dated September 25, 1965 and recorded at Book 1064, Page 346 in the Merrimack County Registry of Deeds. See the Will of John A. Hawkins who died November 20, 2005, filed in the 6th Circuit-Probate Division – Concord. See his death certificate filed at Book 3805, Page 2376 in the Merrimack County Registry of Deeds.

Parcel Three: Mission Ridge Lot Number 8.

Meaning and intending to describe and convey all and the same premises contained in the Quitclaim Deed to John A. Hawkins from the Town of Warner, dated September 25, 1965 and recorded at Book 1064, Page 347 in the Merrimack County Registry of Deeds. See the Will of John A. Hawkins who died November 20, 2005, filed in the 6th Circuit-Probate Division – Concord. See his death certificate filed at Book 3805, Page 2376 in the Merrimack County Registry of Deeds.

Parcel Four: Situated in said Warner, and located in the northwest corner of the "Buntin Lot", so called, and numbered lot number two (2), in the subdivision of eleven lots as made by N.O. Whitford in his survey of July 1915, as shown on the map made for the Kearsarge Mountain Road Co., and more particularly described as follows:

Beginning for the same at the southeast corner of lot number one in the aforementioned subdivision, and running thence north 03° 96' west, 248 feet to the north line of the "Buntin Lot", so-called; thence north 74° 30' east, 147.40 feet; thence south 03° 06' east, 326 feet; thence south 86° 54' west, 49 feet; thence north 66° 50' west, 105 feet, more or less, to the point of beginning; containing one (1) acre, more or less.

Meaning and intending to describe and convey all and the same premises contained in the Quitclaim Deed to John A. Hawkins from the Town of Warner, dated September 25, 1965 and recorded at Book 1064, Page 348 in the Merrimack County Registry of Deeds. See the Will of John A. Hawkins who died November 20, 2005, filed in the 6th Circuit-Probate Division – Concord, and see his death certificate filed at Book 3805, Page 2376 in the Merrimack County Registry of Deeds.

I, Lenida F. Vorwerk, join in this conveyance in my capacity as an individual and as one of three heirs of the estate of Andrea Gloria S. Hawkins and hereby consent to the sale of the within-described premises to the said grantee herein.

Signed this 16th day of June, 2023.

Lenida F. Vorwerk

Lenida F. Vorwerk, individually and as
Administratrix of the Estate of
Andrea Gloria S. Hawkins

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2023, by Lenida F. Vorwerk, individually and as Administratrix of the Estate of Andrea Gloria S. Hawkins, who acknowledged that she executed the foregoing for the purposes contained therein.

_____
Notary Public

Printed Name of Officer:

My Commission Expires:

KINDLY SEE ATTACHED
UPDATED CALIFORNIA NOTARY
ALL-PURPOSE ACKNOWLEDGMENT
OR JURAT CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SANTA CLARA)

On 06/16/2023 before me, KHOI LE, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared LENIDA FOSTER VORWERK,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KHOI LE
COMM. # 2338943
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
MY COMM. EXP. DEC. 3, 2024

Signature _____ (Seal)

Consent to Sale

I, Channing P. Hawkins, being one of the three heirs of the estate of the Estate of Andrea Gloria S. Hawkins, duly filed at 6th Circuit – Probate Division-Concord, Case Number: 317-2022-ET-01193, hereby consent to the sale of premises located at Kearsarge Mountain Road in Warner, New Hampshire to the Society for the Protection of New Hampshire Forests for the sale price of $24,000.00.

Signed this 16 day of June, 2023

Channing P. Hawkins
heir of the Estate of Andrea Gloria S. Hawkins

Consent to Sale

I, Mariner A. Hawkins, being one of the three heirs of the estate of the Estate of Andrea Gloria S. Hawkins, duly filed at 6th Circuit – Probate Division-Concord, Case Number: 317-2022-ET-01193, hereby consent to the sale of premises located at Kearsarge Mountain Road in Warner, New Hampshire to the Society for the Protection of New Hampshire Forests for the sale price of $24,000.00.

Signed this 16 day of June, 2023

Mariner A. Hawkins
heir of the Estate of Andrea Gloria S. Hawkins