



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

38A - 7/8/26

June 24, 2026

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

REQUESTED ACTIONS

1. Authorize the New Hampshire Department of Environmental Services (NHDES) to acquire from the William W. Cleaves Revocable Trust through the Law Office of Ransmeier & Spellman, P.C., Concord, NH (VC# 157133-B001) a 27.09± acre property in the Town of Milford, New Hampshire for a purchase price of \$260,000, effective upon Governor and Council approval. Funding is 100% Federal.
2. Contingent upon approval of Requested Action #1, authorize NHDES to transfer the 27.09± acre property to the New Hampshire Fish and Game Department (NHFG), effective upon Governor and Council approval. Hunting, fishing, snowshoeing, wildlife viewing and hiking are permissible uses of the land, which is located along 0.4 miles of the Souhegan River.

Funding is available in the account listed below.

03-44-44-444010-2590-102-500731

Dept Environmental Services, CERCLA Programs – Contracts for Program Services

FY 2027

\$260,000.00

EXPLANATION

The purchase of a 27.09± acre property (Map 7 Block 1) located in Milford, New Hampshire is necessary to fulfill the requirements of the Record of Decision for the Savage Municipal Water Supply Well Superfund Site (Site) and enhances existing property holdings of NHFG.

The Site, located in western Milford adjacent to the Souhegan River, was added to the National Priorities List in 1984 following the detection of contaminants in the Town of Milford's Savage water supply well. The Site includes the former O.K. Tool Company property (south of the river) and Lot 7-1, a 27.1-acre undeveloped parcel north of the river. The location of Lot 7-1 is depicted on the attached Exhibit A.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-2908 • Fax: (603) 271-2181 • TDD Access: Relay NH 1-800-735-2964

Groundwater studies have confirmed the presence of contamination in Lot 7-1's bedrock aquifer. While institutional controls exist south of the river to manage the use of groundwater, areas north of the river, including Lot 7-1, lack any such controls. A 2023 study concluded that installing a water supply well on Lot 7-1 could compromise the remedial actions at the Site and potentially expand the plume of groundwater contamination and impact the nearby residential drinking water wells, posing potential threats to residents and significantly increasing cleanup costs.

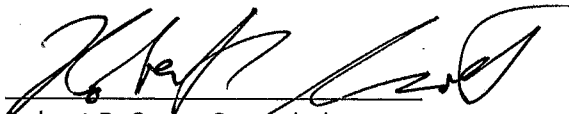
Extending public water to the area has been estimated to cost over \$1,000,000. As an alternative, NHDES has received approval to purchase Lot 7-1 using EPA cooperative agreement funds. This enables the establishment of institutional controls that prohibit future use of groundwater. NHDES plans to transfer the parcel to NHFG concurrent to closing, as Lot 7-1 abuts a series of four parcels totaling approximately 163 acres that comprise the Milford Fish Hatchery, owned and operated by NHFG.

Lot 7-1 is owned by the William W. Cleaves Revocable Trust, over which Ms. Ann Lorden has sole decision-making authority. At the conclusion of negotiations between the State, EPA, and the Trust representatives, Ms. Lorden accepted and signed a Purchase and Sale Agreement on April 6, 2026, for an amount of \$260,000. The Law Office of Ransmeier & Spellman, P.C. is handling the sale of the property for the Trust.

This land acquisition project presents an opportunity to conserve approximately 0.4 miles of undeveloped river frontage property that is contiguous with adjacent NHFG parcels. The Souhegan River is a designated river that is managed and protected for its outstanding natural and cultural resources. This land acquisition will enhance an existing wildlife corridor, provide hunting and fishing opportunities, and increase the landscape's capacity to support healthy mammal and bird populations, while ensuring remedy protectiveness by prohibiting future use of groundwater. Upon G&C approval, NHDES will proceed with scheduling closing. The Activity and Use Restriction will be recorded within the deed to prohibit groundwater extraction and ensure long-term protection of the Site's remedy.

The Fiduciary Deed and supporting documentation have been approved as to form, substance, and execution by the Office of Attorney General. In the event that the Federal funds become no longer available, general funds will not be requested to support this request.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

Inter-Department Communication

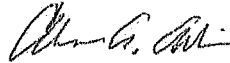
DATE: June 18, 2026

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

SUBJECT: Lorden Acquisition, Town of Milford

TO: Sean Coulter, Land Agent
Facilities and Lands Division
Fish & Game Department

The Office of the Attorney General has reviewed the Fiduciary Deed for the Lorden Acquisition in the Town of Milford and the supporting documents provided, and approves the Fiduciary Deed for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Fiduciary 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.**

FIDUCIARY DEED

Ann Lorden, Successor Trustee of the William W. Cleaves Revocable Trust,
having an address of 633 Center Road, Lyndeborough, NH 03082, for consideration paid,
grants to **THE STATE OF NEW HAMPSHIRE, Fish and Game Department,** acting
by and through its Commissioner, with an office at 11 Hazen Drive, Concord, New
Hampshire 03301, with **WARRANTY COVENANTS,** the following:

A certain tract of pasture land in Milford, bounded as follows; Beginning upon the North bank of the Souhegan River by land formerly Rufus Crosby's; thence Easterly by said river one-hundred and seventeen rods to stake and stones; thence Northerly by land formerly owned by Abner H. Bartlett forty-eight rods to the highway leading from the North River Road to Wilton; thence Westerly by said highway seventy-six rods to stake and stones; thence southerly by land formerly Rufus Crosby's twenty-nine rods to the bound first mentioned. (See Hills' Records vol. 144, Page 382). Intending to include in the foregoing descriptions all of the real estate lying Northerly and Easterly of the first described lines from Souhegan River to land of Luke Smith of which the late Rufus Crosby died seized.

MEANING AND INTENDING to convey the property situated in the Town of Milford, County of Hillsborough, State of NH, containing approximately 27 acres, more or less, also identified as Tax Map 7, Lot 1, and is further described in a Quitclaim Deed into William W. Cleaves, Trustee of the William W. Cleaves Revocable Trust recorded August 15, 1985, at Hillsborough County Registry of Deeds Book 3360, Page 503

These are not homestead premises.

This property conveyed herein (the "Property") is conveyed subject to the following Activity and Use Restrictions ("AURs") in relation to the Savage Municipal Water Supply Well Superfund Site located in proximity to the Property and the remedy identified in the decision documents issued by the U.S Environmental Protection Agency (EPA). Said AURs shall run with the land, shall be deemed to constitute a conservation restriction pursuant to New Hampshire Revised Statutes Annotated 477:45 through 477:47, shall become binding upon successive owners of the Property, and shall be enforceable by the New Hampshire Department of Environmental Services ("NHDES"):

1. Prohibited Activities and Uses Set Forth in this Activity and Use Restriction ("AUR").

The following activities and uses are prohibited and, if implemented on the Property, may result in a significant risk of harm to human health, safety, welfare or the environment or may present a substantial hazard.

- (a) Extraction, consumption, or utilization of groundwater for any purpose other than carrying out the remedy specified in the remedy decision documents by EPA and/or NHDES.
- (b) Any activities on any portion of the Property that could result in human exposure to, or human consumption of, groundwater.
- (c) Any activity, including soil excavation and groundwater extraction, interfering with the remedy established in the EPA decision documents.
- (d) Commercial development on the Property, unless connected to a public water supply.
- (e) Any use of the Property for residential or day care purposes.

2. Obligations/Conditions.

Obligations and/or Conditions to be undertaken and/or maintained at the Property as set forth in the AUR shall include the following:

- (a) Following prior notice of at least one week to the owner, the NHDES and EPA, and their representatives, may have access to and privilege to go upon and into all of the land and buildings at the Property, at their sole discretion, to carry out the remedy specified in the EPA decision documents.
- (b) The NHDES and EPA are permitted, privileged and authorized to take action as necessary to implement the remedy (and/or modifications to the remedy) or conduct investigations, including, but not limited to, maintenance of the fencing, installation of, and access to, monitoring wells to take groundwater samples for analyses, and shall not be liable to make any compensation therefore.
- (c) The NHDES and EPA may install any pipes, pumps, electrical lines, buildings and structures on the Property as may be necessary and appropriate in their discretion to respond to hazardous wastes on the Property and protect human health or the environment.

- (d) The NHDES and EPA may take such other and further actions with respect to the Property as may be reasonable and necessary to protect human health and the environment.
- (e) Prior to any site work, including but not limited to loaming and seeding, paving, or building construction, that could potentially damage any component of the remedy established in the ROD and ESD, or subsequent remedy decision documents, the owner shall submit plans to the NHDES for approval, after a reasonable opportunity for review and comment by EPA, that describe how the components of the remedy will be protected, or replaced in-kind at the owner's expense.
- (f) All occupied structures on the Property shall be equipped with a sub-slab depressurization system to prevent indoor air contamination from subsurface vapors originating from contaminated groundwater at the Property unless an exemption to this clause is granted by both the USEPA remedial project manager and the NHDES site project coordinator following a consideration of conditions at the site. Prior to construction, the owner shall submit design documents to the NHDES for review and approval, after a reasonable opportunity for review and comment by EPA, for the sub-slab depressurization system for each structure to be occupied. The owner shall submit to the NHDES project coordinator for review and approval, after a reasonable opportunity for review and comment by EPA, an operations and maintenance plan for the sub-slab depressurization system(s) that include specific performance standards. The owner shall submit to the NHDES annually routine monitoring results documenting that the performance standards for the systems are being met.

3. Emergency Procedures.

In the event that the performance standards for a sub-slab depressurization system(s) on the subject property are not being met, indicating conditions that may result in significant risk to human health from exposure to Site contaminants, the owner shall submit to the NHDES for approval a written contingency plan. The contingency plan shall document steps to be implemented so that the sub-slab depressurization system(s) will meet the performance standards and shall include a schedule for implementation. Upon approval by the NHDES, the contingency plan shall be implemented.

4. Proposed Changes in Activities and Uses.

This AUR may be amended or modified by the owner upon written application to and approval by the NHDES, after a reasonable opportunity for review and comment by EPA. Any proposed changes in activities and uses at the Property that may result in a greater risk of exposure than currently exists at the Property shall be evaluated by a qualified Environmental Consulting Firm, which shall render a written opinion satisfactory to the NHDES and EPA that the proposed changes will not present an unacceptable level of risk to human health and the environment. This written opinion shall include an evaluation of the vapor intrusion pathway. Said opinion shall accompany the application. Any and all requirements set forth in any determination by the NHDES and EPA as part of the approval process to ensure a condition of no unacceptable risk in the implementation of the proposed activity or use shall be fully satisfied by the owner before such activity or use is commenced. Any fees or cost recovery obligations shall be paid in full prior to the approval of any such modification or amendment. The approval or denial of any such request for amendment or modification shall be in the sole discretion of the NHDES and EPA.

5. Duration of Activity and Use Restrictions.

This AUR shall run with the land and become binding upon successive owners of the Property or portions of the Property and shall remain in full force and effect until terminated by the State and EPA.

6. Termination of Activity and Use Restrictions.

Termination must be approved in writing by the NHDES and EPA. As part of the termination process, the following information may be required:

- a. written request to the NHDES and EPA by the owners of the Property to terminate this AUR with an explanation as to why all restrictions are no longer necessary to ensure the protection of human health and the environment;
- b. supporting documentation as outlined in Env-Or 600 (or similar rules that may be in effect at such time);
- c. any other information the NHDES or EPA may deem necessary to justify the termination of the AUR.

7. Violation of Activity and Use Restriction.

The owner shall notify the NHDES and EPA in writing within 14 days of discovery of a violation of any condition of this recorded AUR. Within 60 days of discovery of a violation, the owner shall submit recommendations to correct the violation to the NHDES and EPA for approval, including a corrective action plan and schedule for implementing the plan. Upon approval, the plan shall be implemented by the owner.

10. No Abrogation or Waivers

Nothing herein is intended, nor shall it be deemed to abrogate from or constitute a waiver of any of the rights, powers, interests, and privileges that the NHDES or the EPA may have under law.

11. Self Certification

The owner shall self-certify compliance with the AUR every year in the month of December beginning in the year 2026, on a form provided by the NHDES. Within 30 days of receipt of a self-certification form provided by the NHDES, the owner at the time shall: 1) sign the form to certify that all the conditions of the AUR are being met and 2) return the signed form to the NHDES.

***THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.***

Dated: _____, 2026

Ann Lorden, Successor Trustee of the
William W Cleaves Revocable Trust

By: _____
Name: Ann Lorden
Title: Successor Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this ___ day of _____,
2026, before me, the undersigned, by _____, the _____,
of The William W. Cleaves Revocable Trust

Notary Public/Justice of the Peace
My commission expires:

Dated: _____, 2026

NH Fish & Game Department


By: _____
Name: Stephanie Simek
Title: Executive Director

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this ___ day of _____, 2026, before me, the undersigned officer, by Stephanie Simek, the Executive Director, of the New Hampshire Fish and Game Department, on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace
My commission expires:


EXHIBIT A
Location of Premises



Town of Milford, NH

Find Property

Parcel #: 007-001-000-000



Documents

- VisionCard
- BuildingPhoto

Assessment	Building	Permits
Sales		

ToF1

ID: 1404

ParcelNumber: 007-001-000-000

GisFullNumber: 007-001-000-000

CamaFullNumber: 007-001-000-000


AV_PID: 424

Deed_Book: 3360

Deed_Page: 0503

Sales_Price: 0

Date_of_Sale: 08/15/1985



PURCHASE AND SALE AGREEMENT

27± Acres, North River Road, Milford, New Hampshire

THIS AGREEMENT is entered into this 6 day of April, 2026, by and between Ann Lorden, Successor Trustee of the William W. Cleaves Revocable Trust, having a mailing address of 633 Center Road, Lyndeborough, NH 03082 ("Seller"), and the State of New Hampshire, acting by and through the Department of Environmental Services, having a mailing address of 29 Hazen Drive, Concord, NH 03301 ("NHDES"), and the Fish and Game Department, having a mailing address of 11 Hazen Drive, Concord, NH 03301 ("NHFG"), (collectively, the "State"), whereby Seller agrees to sell a parcel of land to the State in accordance with the terms and conditions set forth below:

1. Property: The property to be conveyed is situated in the Town of Milford, Hillsborough County, State of New Hampshire, containing approximately 27 acres, more or less, and identified as Tax Map 7, Lot 1, as shown in Exhibit A attached hereto and incorporated herein by reference. The property is further described in a Quitclaim Deed to William W. Cleaves, Trustee of the William W. Cleaves Revocable Trust, recorded in the Hillsborough County Registry of Deeds on August 15, 1985, at Book 3360, Page 503 (the "Property").

2. Effective Date: This Agreement shall become effective upon execution by the last party hereto.

3. Purchase Price: The purchase price for the Property shall be \$260,000.00.

4. Title and Deed: The Seller shall convey to the State, by Fiduciary Deed, good, clear, marketable, and insurable title to the Property, free from all liens, including but not limited to federal tax liens of record and any unpaid real estate taxes, subject to public utility easements of record serving the Property and any other easements, restrictions, and reservations of record.

a. The parties acknowledge that the Property is being acquired using funds administered by NHDES. Title to the Property shall be taken in the name of the State of New Hampshire, by and through the New Hampshire Fish and Game Department. NHDES is providing funding for the acquisition.

5. Closing: The Fiduciary Deed shall be delivered to the State, and the State shall tender the Purchase Price to the Seller at closing, which shall occur on or before **July 31, 2026**, following approval of the acquisition by the New Hampshire Governor and Executive Council.

6. Tax on Transfer of Real Property: The State represents that this conveyance is exempt from the real estate transfer tax under RSA 78-B.

7. Payment of Real Property Taxes: The Seller shall be responsible for payment of all real estate taxes assessed for the Property through and including the Closing Date.

8. Examination of Title: If, upon examination of the title, it is found that title to the Property is not marketable, this Agreement may be terminated by either party.

9. State's Conditions Precedent: The State's obligations under this Agreement, including its obligation to purchase the Property, are subject to each of the following conditions, which run to the State's exclusive benefit:

a. The State may perform, at its cost, any necessary activities to assure, in the State's sole discretion, that the Property meets the NHFG's programmatic objectives and complies with applicable federal and state land acquisition laws and regulations, including but not limited to the following:

- (1) Environmental hazards assessment;
- (2) Federal and state historic/prehistoric resources review;
- (3) Title opinion;
- (4) NH Natural Heritage Bureau data check.

b. The State acknowledges and is satisfied with an existing hazardous waste assessment related to impacts to the Property from the Savage Municipal Water Supply Superfund Site. The State retains the right to conduct a separate hazardous waste assessment of other contaminants on the Property, and if it exercises this right the State shall provide notice to the Seller within thirty (30) days of the results of such assessment, including in such notice a statement as to whether the State is satisfied with the condition of the Property with regard to hazardous waste or contaminated materials.

c. The State must obtain approval from the U.S. Environmental Protection Agency, through NHDES, to expend "Savage Well Remedial Design co-operative agreement funds" to fund the acquisition of the Property. The State agrees to promptly seek such approval and shall provide notice to the Seller within fourteen (14) days of receipt of such approval or the withholding thereof.

d. The State must obtain approval from the New Hampshire Governor and Executive Council to purchase the Property using 100% federal funds administered by NHDES. The State agrees to promptly seek such approval and shall provide notice to the Seller within fourteen (14) days of receipt of such approval or the withholding thereof.

e. If the State determines at any time before closing that it will need additional time in order to secure any necessary approvals or complete any other assessments described in this section prior to closing, it shall notify the Seller in writing of such remaining approvals and/or assessments and the expected time frame in which such approvals and/or assessments can be reasonably obtained.

10. Access: From the Effective Date through the Closing Date, the State and its agents, employees, consultants, and contractors may enter the Property at reasonable times and upon reasonable notice to the Seller to conduct inspections, surveys, environmental assessments, appraisals, and other due diligence. The State shall use reasonable care to minimize disturbance to the Property and shall repair any damage caused by its activities.

11. Seller's Conditions Precedent: None.

12. Risk of Loss: Risk of loss relative to any damage or loss to the Property shall be on the Seller until Closing. In case of loss of conservation values that render the Property unsuitable for the NHFG's programmatic objectives, the State shall have the right to terminate this Agreement.

13. Condition of Property: From the Effective Date through the Closing Date, the Seller shall maintain the Property in substantially the same condition as of the Effective Date, reasonable wear and tear excepted. The Seller shall not, without the State's prior written consent, convey, lease, license, mortgage, or otherwise encumber the Property, enter into any agreement affecting the Property, remove timber or other natural resources, or make any material change to the Property. The Seller shall promptly notify the State of any material change in the condition of the Property.

14. Time is of the Essence: Time is of the essence of all dates and time periods in this Agreement.

15. Default: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

16. Notices: All notices shall be sent to the parties at their addresses set forth above.

17. Merger: All representations, statements, and agreements heretofore made by and between the State and the Seller are merged in this Agreement, which alone fully and completely expresses their respective rights and obligations. This Agreement may be amended only by a written agreement executed by all parties.

18. Governing Law: This Agreement is made in accordance with New Hampshire law and shall be interpreted, governed, and enforced under New Hampshire law.

19. Counterparts: This Agreement may be executed in one or more counterparts, including by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

20. Broker: The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either the Seller or the State. However, the Seller agrees that the 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER

By: Ann Lorden
Ann Lorden, Successor Trustee

Date: April 6 2026

Witness: Tammy Clarkson

Print Name of Witness: Tammy Clarkson

STATE OF NEW HAMPSHIRE

By its Department of Environmental Services

By: Robert R. Scott
Robert R. Scott
Commissioner

Date: 27 April 26

Witness: Suzanne Beauchesne

Print Name of Witness: SUZANNE BEAUCHESNE

STATE OF NEW HAMPSHIRE

By its Fish and Game Department

By: Stephanie L. Simek
Stephanie L. Simek, Ph.D.
Executive Director

Date: 27 April 2026

Witness: Tanya L. Haskell

Print Name of Witness: Tanya L. Haskell

