



New Hampshire Fish and Game Department

38

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
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November 6, 2023

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

REQUESTED ACTION

1. Pursuant to RSA 206:33-a, authorize the New Hampshire Fish and Game Department to accept a donation in the amount of \$150,000 from the Charles D. Parsons Trust, to be used as part of the non-federal match for the acquisition of 635+/- acres in Springfield, NH effective upon Governor and Council approval through March 1, 2024. The Fish and Game Commission accepted this donation at their September 19, 2023 meeting.
2. Contingent upon approval of action item #1, authorize the New Hampshire Fish and Game Department (NHFG) to acquire 635+/- 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, \$924,950, effective upon Governor and Council approval through March 1, 2024. Funding is 83% Federal, 17% Revolving Funds (Gifts & Donations).

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

	<u>FY2024</u>
03-75-75-751520-21550000-033-509033 Land Acquisitions and Easements	\$774,950

Funding is available in account, Gifts-Donations Account, as follows:

03-75-75-750020-21130000-033-509033 Land Acquisitions & Easements	\$150,000
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EXPLANATION

NHFG proposes to acquire the fee interest from Daniel K. Thorne to 635+/- acres of land located in the Town of Springfield, Sullivan County, which will be added to the statewide Wildlife Management Area system. 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.

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2 of 2

The donation by the Charles D. Parsons Trust was made on behalf of the Parsons family. They are grateful for the work the Department has done towards conservation in the Town of Springfield, and asked how they could help facilitate in the acquisition of Thorne parcel. A cash donation was suggested, but the amount was not dictated.

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

Inter-Department Communication

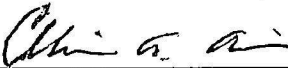
DATE: October 23, 2023

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

SUBJECT: Thorne Acquisition, Town of Springfield

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

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(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 DANIEL K. THORNE, having a mailing address of P.O. Box 307, Georges Mills NH 03751 (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:

Certain tracts of land identified as Tax Map 40 , Lots 713 and 385, with a total of 635+/-acres of undeveloped land in the Town of Springfield, County of Sullivan, and State of New Hampshire as shown on a "Plan of Land Property of Aaron's Ledge Inc., 9 Capitol Street, Concord, NH, 03361 Located in Springfield, NH, Sullivan County" prepared by Pierre J. Bedard, dated July 1994 and recorded in Sullivan County Registry of Deeds., Drawer 04, Plan #166, Page 791 (herein the "Property").

Being all and the same as described in a warranty deed from Aaron's Ledge Inc. to Daniel K. Thorne, recorded July 7, 2022 at Book 2201, Page 4 in the Sullivan County Registry of Deeds and described as follows:

South by land now or formerly owned by Isaac R. Chase
East by land now or formerly owned by Cutting, Currier and Loverin;
North by land now or formerly owned by Barney, Bucklin and Paige;
West by land now or formerly owned by Powell and Paige and the highway leading to first corner, meaning hereby to convey the Abram Melvin Pasture, so called, estimated to contain eight hundred (800) acres.

Also another tract of land situated in said Springfield, bounded and described as follows, to wit:

Beginning at a stake and stones at a corner of Manuel Budreau farm, formerly owned by Jeremiah Quimby;
Thence Northerly along said Budreau land to the boundary of Clement farm;
Thence Easterly to the Melvin Pasture;
Thence Southerly by said Melvin Pasture to the old road leading from the Kidder Place to corner near Beer's Farm;
Thence to bound begun at. The above is commonly known as the Paige Lot.

Also being Tract #57 in a deed from Davis & Symonds Lumber Co., a/k/a Davis & Symonds Lumber Co., Inc., to Atkins-Davis Corporation, dated November 30, 1955, and recorded at Book 376, Page 1, and more fully described in a deed from Karl D. Edwards and Charlotte H. Edwards to Davis & Symonds Lumber Company recorded November 21, 1944 at Book 296, Page 115 in the Sullivan County Registry of Deeds.

Also conveying all the right, title and interest of Atkinson-Davis Corporation to all rights of way and easements including rights of way and easements for access to the property being conveyed.

Also conveying all the mica, quartz, feldspar and mineral in or under said property. See Affidavit by Charles C. Morrison, Jr., dated May 2, 1986, recorded at Book 799, Page 788 in the Sullivan County Registry of Deeds.

This conveyance is made subject to all public utility easements serving the Property and any other easements, restrictions and reservations of record, including, but not limited to, those matters shown on the aforesaid plan recorded in the Sullivan County Registry of Deeds at Drawer 04, Plan #166, Page 791.

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 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 _____, 2023.

SELLER:

Daniel K. Thorne

STATE OF _____
COUNTY OF _____

I, hereby certify that Daniel K. Thorne, 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 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 _____, 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# _____

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:

EXHIBIT A
Notice of Federal Participation

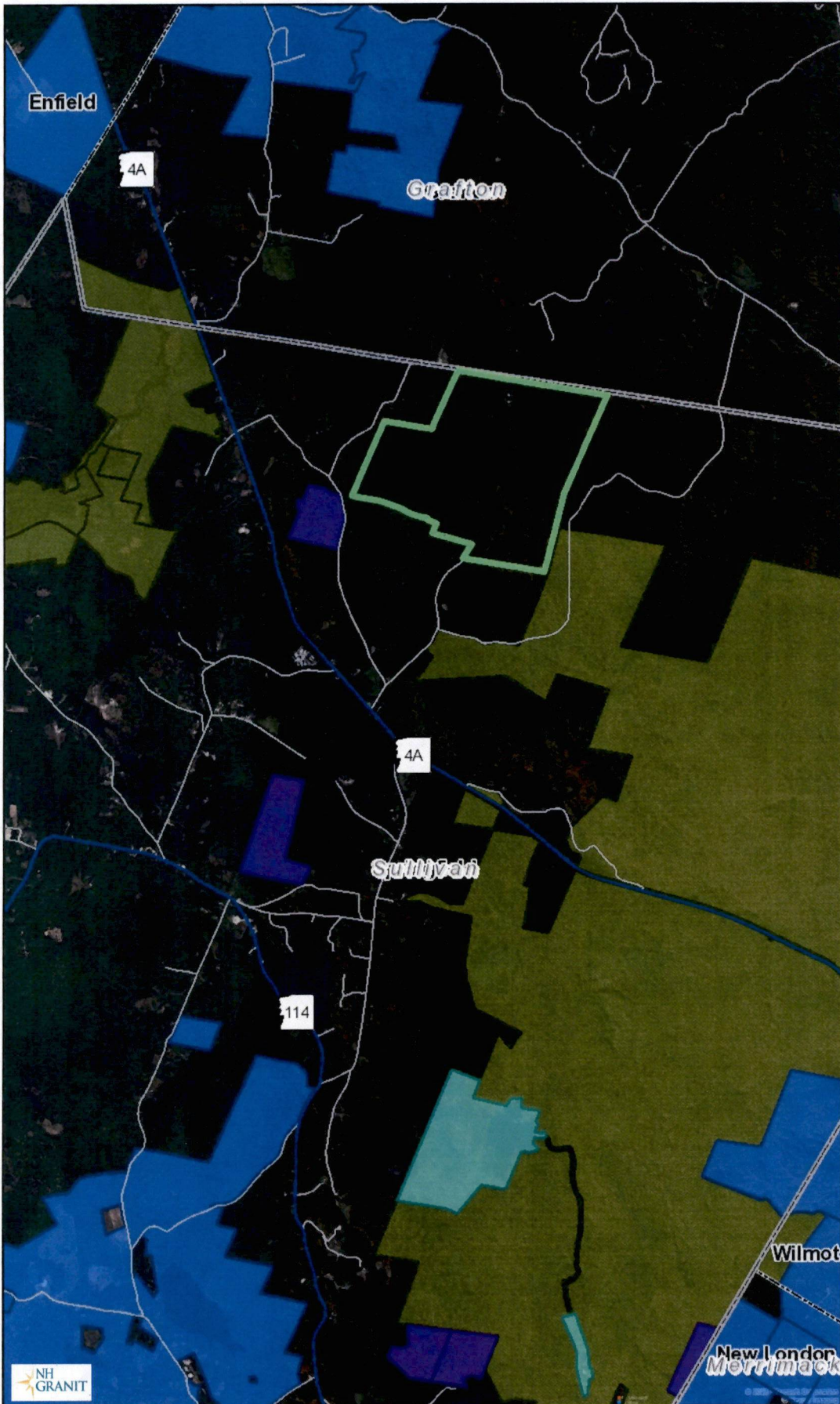
The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the 635+/- acres, as described above in the Town of Springfield, NH and further herein, is acquired in part with federal funds received from the Wildlife Restoration Program, 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) 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 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.

Aaron Ledge/Thorne ~ Regional w other Consv Lands



Legend

- County
- City/Town
- Turnpikes
- Interstates
- US Routes
- State Routes
- Local Roads
- Conservation and Public Land
- OWNERTYPE
- Private
- Municipal
- State
- Federal
- Other Public/Quasi-Public Entity
- Unknown
- County

Map Scale

1: 51,953

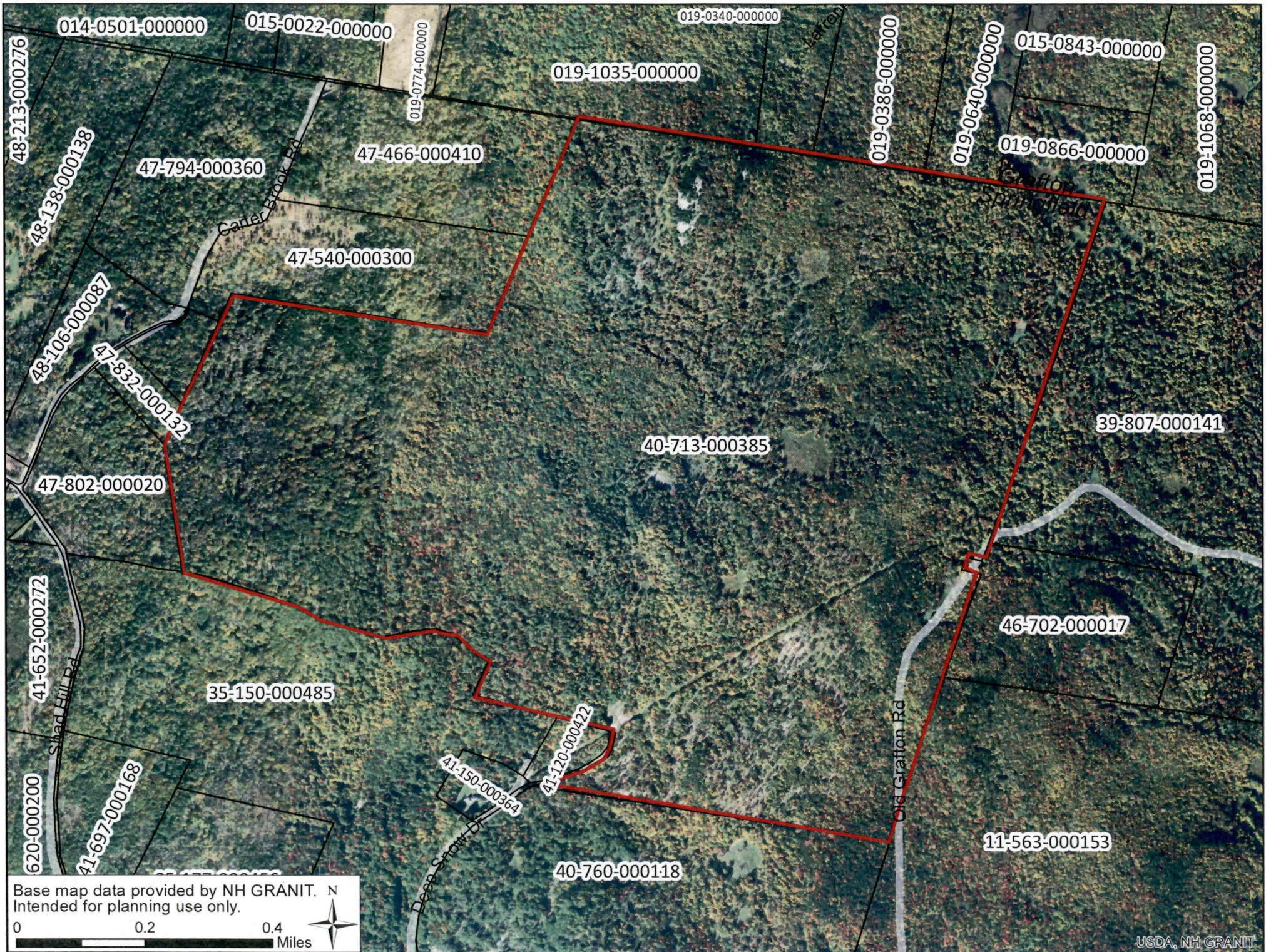


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Map Generated: 11/2/2023


Notes





Base map data provided by NH GRANIT. N
Intended for planning use only.

0 0.2 0.4 Miles





September 8, 2023

TO: NH Fish & Game Commission & Staff
FROM: Scott R. Mason, Executive Director
SUBJECT: **COMMISSION AGENDA – SEPTEMBER 19, 2023**

There will be a meeting of the NH Fish and Game Commission on Tuesday, **September 19, 2023, at 1:00 p.m.**, at the NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

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

ACTION ITEMS:

- 1.) Approval of the August 15, 2023 Commission Minutes. (E. Stohl)
- 2.) Consent Agenda – The following items have been grouped together and noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. Commission members may remove certain items, if further public input or discussion is deemed necessary.
 - 2a.) Approval to accept the donation of a cougar mount, valued at approximately \$500.00, in memory of John Harrigan, from The NH Wildlife Coalition. The mount was given to John by Chris Schadler's Father, at which time he requested it be donated to the NH Fish & Game Department upon his passing. (S. Mason)
 - 2b.) Approval to accept the donation of \$125.00 from the Weeks State Park Association. This donation was made in appreciation of a presentation provided by Colby Denison, Fisheries Biologist, at the Weeks State Park on August 10, 2023. (D. Timmins)
 - 2c.) Approval to accept the donation of \$300.00 from Cecilia Rai & Jim Koren. This donation was made in appreciation of services rendered by Conservation Officers while assisting Nicholas Swertlow off the Dickey Mountain Trail in Thornton, NH, after sustaining an injury. (K. Jordan)
 - 2d.) Approval to accept the following donations totaling \$100.00 made in memory of Peter Abair, avid sportsmen, of Springfield, NH, for deposit into the Small Gifts & Donations Account. (S. Mason)

• Susan Cutting, Springfield, NH -	\$50.00
• Pauline Fritts, Springfield, NH -	\$50.00
Total: \$100.00	
 - 2e.) Approval to accept the donation of \$150,000 from the Charles D. Parsons Family Trust, to be used as part of the non-federal match for the acre acquisition of the Aaron Ledge property in Springfield, NH. (B. McNaughten)

107 Mohawk Dr.
Pittsburgh, PA 15228

October 25, 2023

Betsey McNaughten, Land Agent
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301

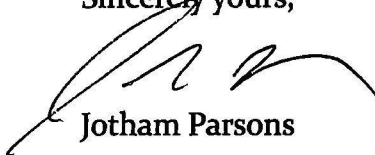
Dear Ms McNaughten:

Please find enclosed a check in the amount of \$150,000.00 from the Charles D. Parsons Trust of 1993, on behalf of my father, Charles Parsons. This represents our contribution to the purchase of the Carter Brook properties as we have discussed in our email correspondence.

Could you send me a receipt for this payment, at the above address? It will, I think, be needed for my father's tax records.

Thank you very much for all your efforts in this matter, and I look forward to the speedy completion of the transaction.

Sincerely yours,



Jotham Parsons

enc.



OFFICIAL CHECK

929500316

This check should be treated as cash and safeguarded with every precaution.
A stop payment order cannot be accepted except in rare circumstances; a lost instrument bond and/or indemnity agreement may be required. Do not destroy this check. If not used, return it to Merrill Lynch. If you have a question please contact your Merrill Lynch Financial Advisor. Do not call Citibank, N.A.

DATE 10/25/2023

62-20/311

PAY ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS

\$ ****150000.00

TO THE ORDER OF NH FISH AND GAME DEPARTMENT
11 HAZEN DRIVE
CONCORD, NH 03301
UNITED STATES

DRAWER: Bank of America, N.A.



NON NEGOTIABLE

CLIENT COPY

MP

FOR:

Issued By Bank of America N.A.
Payable Through Citibank, N.A., New Castle, Delaware 19720

Authorized Signature(s)

NH Fish & Game
11 Hazen Drive
Concord, NH 03301
Ticket #1237439
Station:FG-01
10/30/2023 11:57:54 AM
User: KH
Sales Rep NH

Item	Description	Qty	Price	Total
27680001	Small Gifts and Donations	1	150,000	150,000.0
Subtotal				150,000.00
Total				150,000.00
Tender: CHECK				150,000.00

Number of items purchased:1

The State of New Hampshire Fish and Game Dept is under no legal obligation to refund any license or permit fee once it is paid. Request may be made in writing within 30 days of the transaction.



101303488497