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# New Hampshire Fish and Game Department

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October 13, 2014

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to acquire fee title to 65+/- acres in Springfield, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143) on behalf of Hollister and David Petraeus and William A. and Sandra S. Knowlton in the amount of \$149,000, effective upon Governor and Council approval through February 27, 2015. Funding is 100% Federal.

Funding for this purchase is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-305-500845 Habitat Acquisition and Management

FY2015

\$149,000.00

## EXPLANATION

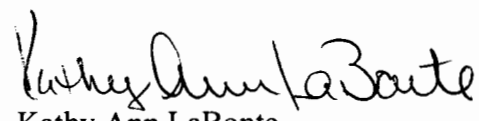
NHFG proposes to purchase a 65+/- acre parcel abutting the McDaniel's Marsh Wildlife Management Area in Springfield to protect and enhance our existing ownership. The addition of this parcel will add to the diversity of habitat types contained within the wildlife management area. It will also expand the opportunity for hunting, fishing and other wildlife related activities. The purchase price for the property is \$149,000.

Attorney Mark R. Dunn will be acting a closing agent for the State for this acquisition and disbursing funds to the appropriate parties at the time of closing.

Funding for this project would be provided by the U.S. Fish and Wildlife Service's Wildlife Restoration Program.

Respectfully submitted,

  
Glenn Normandeau  
Executive Director

  
Kathy Ann LaBonte  
Chief, Business Division

**Inter-Department Communication**

**DATE:** October 10, 2014

**FROM:** Christopher G. Aslin  
Attorney

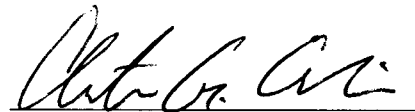
**AT (OFFICE)** Department of Justice  
Environmental Protection Bureau

**SUBJECT:** Knowlton/Petraeus Acquisition, Springfield, NH

**TO:** ✓ Richard A. Cook, Land Agent  
Facilities & Land Division  
Fish & Game Department

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The Office of the Attorney General has reviewed the Warranty Deed and supporting documents provided in connection with the above referenced acquisition and approves the acquisition for form and substance. 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

/cmc



## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS David and Hollister Petraeus, husband and wife, and William A and Sondra S. Knowlton, husband and wife, with a mailing address of 9008 Advantage Court, Burke, Virginia, 22015 (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 identified as Town of Springfield Tax Map 42, Lot 810-150 totaling 65+/-acres of undeveloped land abutting George Hill Road in the Town of Springfield, County of Sullivan, and State of New Hampshire and described as follows:

Beginning on the east side of the highway leading from West Springfield to Washburn Corner at an iron stake approximately seven hundred (700) feet south of said Washburn Corner and land formerly of George L. Saunders, thence easterly approximately thirty-three hundred (3300) feet on along land formerly of said Saunders to land formerly known as McDaniel's Pasture, thence northerly along said Pasture approximately seven hundred (700) feet to an old road known as Howard Road and once referred to as the highway leading from Washburn Corner to Wilmot; thence westerly on the said Howard Road approximately thirty-three hundred (3300) feet to Washburn Corner; thence southerly on the aforesaid highway leading from West Springfield to Washburn Corner seven hundred (700) feet to the point of beginning.

Meaning and intending to convey all of the premises described in the Quitclaim Deed of William A. Knowlton and Marjorie D. Knowlton to William Allen Knowlton, Davis Downey Knowlton and Hollister Knowlton Petraeus and recorded in the Sullivan County Registry of Deeds, Book 956, and Page 164 dated January 2, 1992.

This is not a homestead property.

This property was acquired with funding received by the State through Grant Agreement F14AF01270 between the U.S. Fish and Wildlife Service (the Service) and the State of New Hampshire Fish and Game Department as grantee. All present and future uses of the protected property are and shall remain subject to the terms and conditions described in the Notice of Grant

Agreement, 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.

SELLERS:

\_\_\_\_\_  
David Petraeus

\_\_\_\_\_  
Hollister Petraeus

\_\_\_\_\_  
William A. Knowlton

\_\_\_\_\_  
Sondra S. Knowlton

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

I, hereby certify that David Petraeus, personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (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:

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

I, hereby certify that Hollister Petraeus, personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (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:

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

I, hereby certify that William A. Knowlton, personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (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:

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

I, hereby certify that Sondra S. Knowlton, personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Glenn Normandeau, who acknowledges himself to be 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: \_\_\_\_\_, 2014, Item \_\_\_\_.

EXHIBIT A  
*Notice of Federal Grant Agreement*

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Property(hereinafter "PROPERTY") is acquired in part with federal funds received from the Wildlife Restoration Program administered by the U.S. Fish and Wildlife Service, Division of Federal Assistance and its successors and assigns (hereinafter "SERVICE") and that the PROPERTY is subject to all the terms and conditions of Grant Agreement F14AF01270, NH W-108-L-2 (hereinafter "GRANT AGREEMENT" between the Service and the Department). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the PROPERTY, which is the subject of this Grant Agreement, is acquired for the approved purpose of permanent protection of wild birds and mammals and their habitats. The Department further acknowledges that the PROPERTY will be administered for the long-term protection of these habitats and species dependent thereon. The Department, as the Grant Recipient hereby acknowledge that they are responsible for ensuring that the PROPERTY is used and will continue to be used for the approved purpose for which it is acquired and that the PROPERTY may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife 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 F14AF01270, NH W-108-L-2.

By:  \_\_\_\_\_  
Glenn Normandeau, Executive Director      Date: 10/15/14, 2014





# McDaniels Marsh Expansion Project 2014 ARM Application

N



Allston  
Tract

Petraeus  
Tract

	McDaniels Marsh Property Boundary	<b>WAP Tiers</b>	
	Lake/Pond		Highest Ranked Habitat in NH
	NWI Wetland		Highest Ranked Habitat in Biological Region
	Stream/River		Supporting Landscapes
	Intermittent Stream		

