



New Hampshire Fish and Game Department

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October 7, 2015

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 410+/- acres in Brookfield, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143) on behalf of Charles P. and Ann Marie Robbins in the amount of \$525,000.00, effective upon Governor and Council approval through December 31, 2015. Funding is 100% Federal.

Funding for this purchase is available as follows:

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

020-07500-21550000-033-500150 Land Acquisition & Easements

FY2016

\$525,000.00

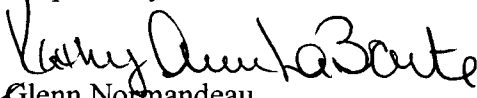
EXPLANATION


NHFG proposes to purchase a 410+/- acre parcel abutting the Ellis Hatch Wildlife Management Area in Brookfield 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 \$525,000.

Attorney Mark R. Dunn will be acting a closing agent for the State 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,

for 
Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE October 6, 2015


FROM Christopher G. Aslin
Assistant Attorney General

AT: Department of Justice
Environmental Protection Bureau

SUBJECT: Robbins Acquisition

TO: Richard Cook, Land Agent
Fish and Game Department

I have reviewed and approved the Quitclaim Deed from Charles P. and Ann Marie Robbins to the State of New Hampshire acting by and through the Fish and Game Department for form and substance, only. Following Governor and Council approval, please submit the fully executed Deed to this office for approval of execution.



Christopher G. Aslin
Assistant Attorney General

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS Charles P. and Ann Marie Robbins, husband and wife, with a mailing address of 271 Walsh Road, Sanbornville, NH 03872 (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 or parcels of land identified as Town of Brookfield Tax Map 29, Lots 6, 7, 9, 10, 11, 12, 13, 14 and 15 an Map 36, Lot 1 totaling 410+/-acres of undeveloped land abutting Tumbledown Dick Road and Woodman Road in the Town of Brookfield, County of Carroll, and State of New Hampshire and described in Appendix A attached hereto.

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 Carroll County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

SELLERS:

Charles P. Robbins

Ann Marie Robbins

STATE OF _____
COUNTY OF _____

I, hereby certify that Charles P. Robbins, personally appeared before me on this ____ day of _____, 2015, (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 Ann Marie Robbins, personally appeared before me on this ____ day of _____, 2015, (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 _____, 2015.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this ____ day of _____, 2015, 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: _____, 2015, Item ____.

EXHIBIT A
Property Description

EXHIBIT B
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-1 (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-1.

By: _____

Glenn Normandeau, Executive Director Date: _____, 2014

Chuck Robbins Property

Brookfield, NH

0 500 1,000 2,000 Feet

