

APR  
70



# New Hampshire Fish and Game Department

APR18'18 AM11:51 DAS

11 Hazen Drive, Concord, NH 03301-6500  
Headquarters: (603) 271-3421  
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964  
FAX (603) 271-1438  
E-mail: info@wildlife.nh.gov

April 16, 2018

His Excellency, Governor Christopher T. Sununu  
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 49+/- acres in Alton, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143), acting as agent for the Dorothy L. Veisel Revocable Trust of 2004 and the Robert F. Troendle Revocable Trust at the fair market value of \$255,000, effective upon Governor and Council approval through June 30, 2018. 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 Acquisitions & Easements

FY2018

\$255,000.00

## EXPLANATION

NHFG proposes to purchase 49+/- acres for \$255,000 provided by the U.S. Fish and Wildlife Service Wildlife Restoration Program, which is the fair market value as determined by a New Hampshire certified general appraiser. This acquisition will add additional acreage to the Merrymeeting Marsh Wildlife Management Area located in Alton and New Durham. The permanent protection of this property will conserve significant wildlife habitats and improve public access for hunting, fishing and other wildlife related recreational activities on the WMA.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

# STATE OF NEW HAMPSHIRE

Inter-Department Communication

**DATE** April 12, 2018

**FROM:** Christopher G. Aslin  
Assistant Attorney General

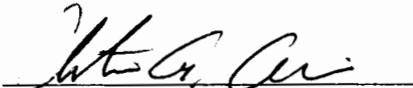
**AT (OFFICE)** Department of Justice  
Environmental Protection Bureau

**SUBJECT:** Warranty Deed, Merrymeeting Marsh WMA acquisition, Alton, NH

**TO:** Rich Cook, Land Agent  
New Hampshire Fish and Game Department

---

The Office of the Attorney General has reviewed the Warranty Deed and related documentation for the fee acquisition of the Veisel/Troendle property located in the Town of Alton, New Hampshire and approves the Warranty Deed for form and substance only. Following execution by the parties, the Deed should be submitted to this office for approval of execution.

  
\_\_\_\_\_  
Christopher G. Aslin

THIS IS A CONVEYANCE TO AN INSTRUMENTALITY OF THE STATE OF NEW HAMPSHIRE WHICH IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PUSUANT TO NEW HAMPSHIRE RSA 78-b:2, I AND FROM THE LCHIP SURCHARGE PUSUANT TO RSA 478:17-g, II.

### WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS Dorothy L. Veisel Trustee of the Dorothy L. Veisel Revocable Trust of 2004 and Robert F. Troendle Trustee of the Robert F. Troendle Revocable Trust with a mailing address of PO Box 85, New Durham, NH 03855 (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 of land identified as Town of Alton Tax Map 6, Lot 45 containing 49+/- acres, more or less, of undeveloped land located on Route 11, Town of Alton, County of Belknap and State of New Hampshire and further 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.

IN WITNESS WHEREOF, we have hereto set our hands on this \_\_\_\_ day of May, 2018

SELLERS:

\_\_\_\_\_  
Dorothy L. Veisel, Trustee  
Dorothy L. Veisel Revocable Trust of 2004

\_\_\_\_\_  
Robert F. Troendle, Trustee  
Robert F. Troendle Revocable Trust

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

I, hereby certify that Dorothy L. Veisel Trustee of the Dorothy L. Veisel Revocable Trust of 2004, personally appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, (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 NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

I, hereby certify that Robert F. Troendle Trustee of the Robert F. Troendle Revocable Trust, personally appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, (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 \_\_\_\_\_, 2018.

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

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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: \_\_\_\_\_.

EXHIBIT A  
*Property Description*

A certain tract of land in Alton, County of Belknap and State of New Hampshire on Westerly side of land formerly owned by the Boston and Maine railroad, bounded and described as follows:

Beginning at the northerly corner of the lands of the heirs of Harry Bickford on the westerly sideline of land formerly of said railroad and thence running westerly by said Bickford land to an iron pin near the easterly bank of the Merrymeeting River thence continuing easterly to said river; thence turning and running northerly by the bank of said river, fifty (50) feet more or less, to an iron pipe; thence continuing northerly by said river as if runs flowing it into a cove and then back into a general northerly direction one thousand fifty (1050) feet, more or less, to an iron pipe at other land being retained by James L. Cordaro; thence turning and running easterly by said land of Cordaro land to an iron pipe in the ground at the westerly sideline of said railroad land; thence turning and running southerly by said railroad land, eleven hundred (1100) feet, more or less to the bounds begun at.

Meaning and intending to describe the same parcel of land conveyed by James L. Cordaro to Edward J. Troendle and Dorothy I. Troendle by deed dated November 23, 1962 and recorded at Book 429, Page 357 of the Belknap County Registry of Deeds and Parcel 3 of land described in a quitclaim deed from Dorothy L. Veisel to Dorothy L. Veisel, Trustee of the Dorothy L. Veisel Revocable Trust of 2004 recorded at the Belknap County Registry of Deeds on December 20, 2004 in Book 2124, Page 0169. Also conveying hereby to grantees, their heirs and assigns, is a right to pass and repass at any and all times to said premises from the existing public highway (Route 11), said right of way to be used in common with said Cordaro and with any others to whom a similar right has been or may be given.

Also conveyed hereby to the grantee, their heirs and assigns is the exclusive right to any right of way which the State of New Hampshire may grant as access to this tract of land from any public highway to be constructed on the former Boston and Maine Railroad bed.

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 par, 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.

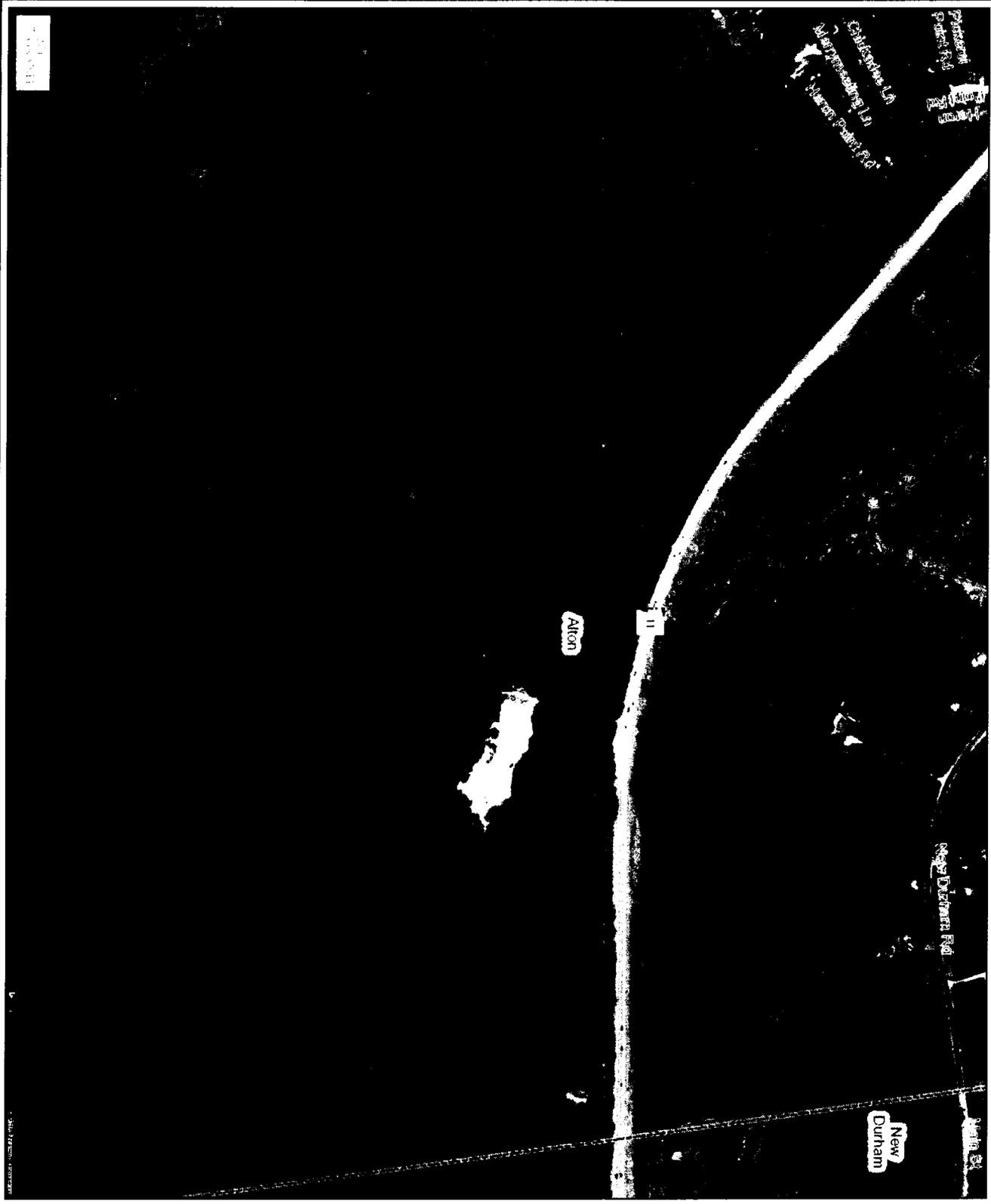
If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose 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: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Glenn Normandeau, Executive Director

# Troendle, Alton - Merymeeting Marsh WMA



### Legend

- State
- County
- City/Town

Map Scale  
1: 6,537



© NH GRANIT, www.granit.unh.edu  
Map Generated: 2/9/2018

### Notes

