



New Hampshire Fish and Game Department

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March 13, 2017

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 1+/- acres in Enfield, New Hampshire from Gregory Baker (Vendor Code 277365), at the fair market value of \$48,000, effective upon Governor and Council approval through June 30, 2017. Funding is 100% Federal.

Funding for this purchase is available as follows:

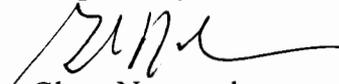
<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		<u>FY2017</u>
020-07500-21550000-033-500845	Land Acquisitions & Easements	\$48,000.00

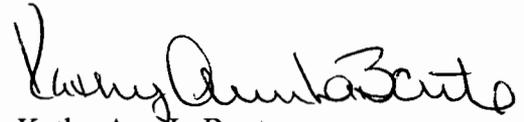
EXPLANATION

NHFG proposes to purchase 1+/- acres for \$48,000, fair market value as determined by a New Hampshire certified general appraiser. The parcel is adjacent to the Henry Laramie Wildlife Management Area. The acquisition will improve access for the public and open up more than 400 acres of previously inaccessible land for wildlife habitat management.

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

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE February 17, 2017

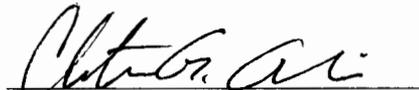
FROM: Christopher G. Aslin
Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Baker Acquisition, Laramie WMA, Enfield (1 acre)

TO: ↓ Richard A. Cook, Land Agent
New Hampshire Fish and Game Department

The Office of the Attorney General has reviewed the title work, Warranty Deed, and supporting documents, as outlined in your memo dated February 8, 2017, for the property located in the Town of Enfield, New Hampshire owned by Gregory Baker, and pursuant to RSA 212:7 approves the title of the property for acquisition. The Warranty Deed provided is approved for form and substance only. Following approval by Governor and Council, the fully executed Warranty Deed should be submitted to this office for approval of execution prior to recording the Warranty Deed in the Register of Deeds.



Christopher G. Aslin

/cmc
Attachments

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:2.1 AND FROM THE LCHIP SURCHARGE PUSUANT TO RSA 478:17-g, II.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS Gregory L. Baker, single, with a mailing address of 18 Buck Road, Hanover, NH 03755 (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:

Being all right, title and interest of Gregory L. Baker, in and to a certain tract of land in Enfield, in the County of Grafton and State of New Hampshire on the southerly side of Smith Pond Road, bounded and described as follows:

Beginning at an iron pin on the southerly side of Smith Pond Road, at the northeasterly corner of the premises here conveyed and at a corner of property now owned or formerly by the State of New Hampshire acting through its Fish and Game Department;

Thence south 25° West a distance of 212.3 feet to an iron pin along land now or formerly owned by the State of New Hampshire acting through its Fish and Game Department;

Thence South 90° West a distance of 170.5 feet to an iron pin;

Thence north 19 1/2° East a distance of 240.1 feet to an iron pin on the southerly side of Smith Pond Road;

(The preceding two courses adjoin said land now or formerly owned by Walter B. Tucker III)

Thence easterly along southerly side of Smith Pond Road 180.8 feet to the point of beginning

Containing 1 acre, more or less.

Subject to a power line easement of the New Hampshire Electric Cooperative.

Further subject to the following restrictions:

1. No mobile homes are to be placed on the property;

2. Any camp, seasonal cottage or any other unsightly dwelling that may be built on the property shall not be placed so that it may be seen from Smith Pond Road.

Meaning and intending hereby to convey all and the same lands and premises conveyed by Warranty Deed to Gregory L. Baker dated November 13, 2015 and recorded in the Grafton County Registry of Deeds Book 4171, Page 0562, on November 16, 2015.

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 as Exhibit A and recorded herewith in the Grafton 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 March, 2017

SELLER:

Gregory L. Baker

STATE OF NEW HAMPSHIRE
COUNTY OF _____

I, hereby certify that Gregory L. Baker, personally appeared before me on this ____ day of _____, 2017, (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 _____, 2017.

Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this _____ day of _____, 2017, 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: _____, 2017, 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 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.

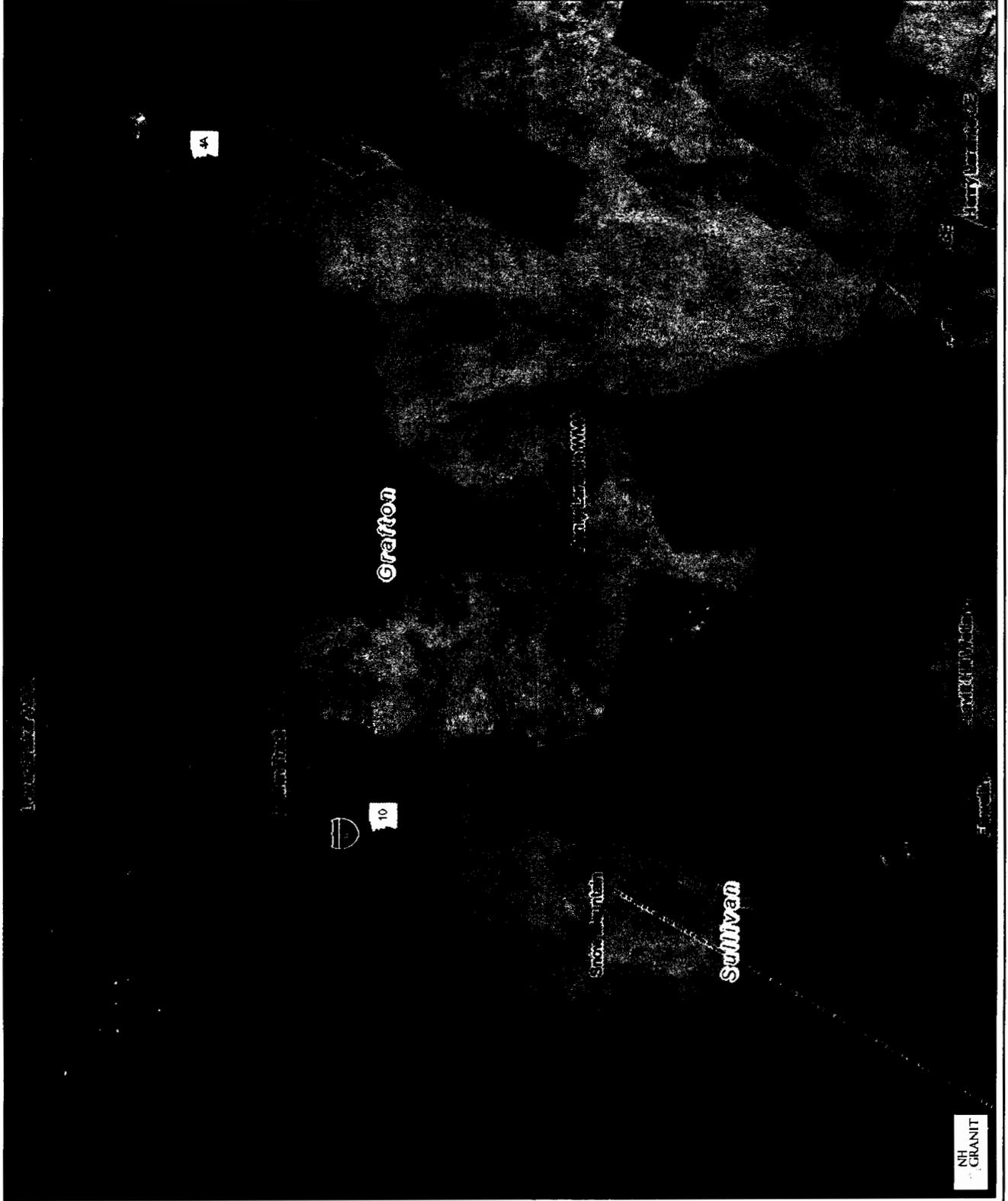
If the Department determines that the PROPERTY is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a property or other interest in land of equal value that serves the same approved purpose 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: _____, 2017

Glenn Normandeau, Executive Director

Baker Parcel, Laramie WMA



Legend

- State
 - County
 - City/Town
 - Interstates
 - Turnpikes
 - US Routes
 - State Routes
 - Local Roads
 - CL: Generic
- NH 2015 1-foot RGB

Map Scale
1: 31,896

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Map Generated: 12/6/2016



Notes

