

56 *Stu*



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

September 3, 2014

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

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 96.5 acres in Stark, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143) on behalf of Northwood Marquis Land and Timber LLC in the amount of \$81,000, effective upon Governor and Council approval through December 31, 2014. Funding is 75% Federal, 25% Other (Wildlife Habitat Funds).

Funding for this purchase is available as follows:

<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		
020-07500-21550000-305-500845	Habitat Acquisition and Management	<u>FY2015</u> \$81,000

EXPLANATION

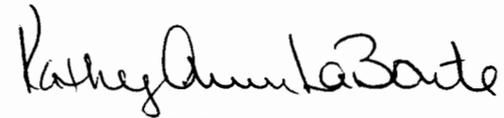
NHFG proposes to purchase a 96.5 acre parcel on the Upper Ammonoosuc River in Stark to establish a new wildlife management area. This property contains extensive areas of habitat identified as Highest Ranking Habitat in the Region by Ecological Condition in the NH Wildlife Action Plan. The property is dominated by silver-maple floodplain forest, an important spring habitat for migratory birds. The purchase of this property will ensure that it is permanently protected and remains open for hunting, fishing and other wildlife related activities. The purchase price for the property is \$81,000.

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 and a grant from the Upper Connecticut River Mitigation and Enhancement Fund.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

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

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE September 4, 2014

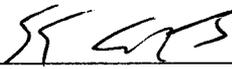
FROM: Allen Brooks **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection
Bureau

SUBJECT: Northwoods Marquis Acquisition

TO: Richard Cook, Land Agent
Fish and Game Department

I have reviewed the Warranty Deed and associated documents for form and substance.

I will review the Deed for execution after approval by Governor and Council.



Allen Brooks

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that Northwood Marquis Land & Timber, LLC, with a mailing address of PO Box 58, Canaan Vermont, 05903-00058 (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 Stark Tax Map 412, Lots 36, 38, 40, 48.01, and 48.02, totaling 96.68+/-acres of undeveloped land abutting Route 110 in the Town of Stark, County of Coos, and State of New Hampshire, along with a rights-of-way to Lots 36 and 40 (the "Premises"). The Premises consists of Lots 2, 3 and 4 plus the right-of way to Lot 2 all as shown on the Subdivision Plat of Dennehy Farm part of the W. Jean Dennehy Revocable Trust of 2002, surveyed by York Land Services LLC dated December 28, 2011 and recorded at the Coos County registry of Deeds as Plan # 3618. The Grantee shall have vehicular access for management activities to Tax map 412, Lots 36 and 40 across other land of the Grantor. Public pedestrian access to Map 412, Lots 36 and 40 shall be as shown on the plan referenced above and further described on the plan entitled Proposed Right-of-Way prepared for W. Jeanne Dennehy Revocable Trust of 2002 prepared by York Land Services and recorded at the Coos County Registry of Dees Plan # 3338.

Meaning and intending to convey a portion of the same premises described in the Warranty Deed of Clear Blue Farms, LLC to Northwoods Marquis Land & Timber LLC dated July 7, 2012 and recorded in the Coos County Registry of Deeds on July 10, 2012, Book 1354, and Page 0424.

Also conveyed herewith for the benefit of the herein conveyed premises is a right-of-way over and across Parcel 1 as shown on the above described Plans.

This property was acquired with funding received by the State through Grant Agreement _____ 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 Coos County Registry of Deeds, and to other administrative requirements of the applicable grant funding program of the Service.

SELLER: NORTHWOODS MARQUIS LAND & TIMBER, LLC

Yves Marquis, _____
Title

STATE OF _____
COUNTY OF _____

I, hereby certify that Yves Marquis, 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 as to form, substance, and execution on this ____ day of _____, 2014.

Senior Assistant Attorney General

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 _____, NH W-105-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 _____, NH W-105-L-1.

By: _____

Glenn Normandeau, Executive Director

Date: _____, 2014

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Good Standing

I, James C. Condos, Vermont Secretary of State, do hereby certify that according to the records of this office

NORTHWOOD MARQUIS LAND & TIMBER LLC

a Domestic Limited Liability Company formed under the laws of the State of VERMONT, was filed for record in this office on Jun 02, 2006.

I further certify that the company has perpetual duration, that its most recent annual report is on file, and that as of this date, articles of dissolution / withdrawal have not been filed.

May 19, 2014

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital.



James C. Condos
James C. Condos
Vermont Secretary of State

Business ID: 0023525
Certificate Number: 2013081475001

Please Have the Vendor Print on their Letterhead (delete these words on final)
(Member = 2 owners)
(Manager = one owner)

LLC Certification of Authority

I, yves Marquis (name) hereby certify that I am a (choose one: Member /
Manager of Northwood Marquis land and (name of LLC), a limited
liability company under RSA 304-C. TIMBER LLC

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that I currently occupy the position indicated and that I have full
authority to bind the LLC.

Signed: yves Marquis

Date: 05-22-14

State of New Hampshire, County of COOS

On this the 22 day of may 2014, before me
Melanie Mathieu, the undersigned officer, personally appeared
yves Marquis, known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that he/she executed the
same for the purposes therein contained. In witness whereof, I hereunto set my hand and
official seal.

Melanie Mathieu
Notary public

MELANIE MATHIEU, Notary Public
My Commission Expires August 14, 2018