

YBR
159

New Hampshire Fish and Game Department

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

Glenn Normandeau
 Executive Director

November 12, 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 the fee title to 100+/- acres in Groton, New Hampshire from Clarence M. and Judith Merrill, at the fair market value of \$75,000, effective upon Governor and Council approval through December 30, 2018. Funding is 100% Federal.

Funding for this purchase is available as follows:

<u>03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation</u>		
020-07500-21550000-033-500845	Land Acquisitions & Easements	<u>FY2019</u> \$75,000.00

EXPLANATION

NHFG is requesting approval to purchase from the Merrill's a 100+/- acre parcel which is abutting, and will be made part of the future 2,700+/- acre Kimball Hill Wildlife Management Area (WMA) in Groton, NH. The Merrill parcel is an important addition and critical link between the Province Road State Forest, managed by the Department of Natural and Cultural Resources, and the future Kimball Hill WMA. The property has been in the Merrill family for over 100 years. NHFG will use Wildlife Restoration Program funds, administered through the U.S. Fish and Wildlife Service, to purchase the property.

Respectfully submitted,

Glenn Normandeau
 Executive Director

Kathy Ann LaBonte
 Chief, Business Division

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE October 24, 2018

FROM: Christopher G. Aslin
Senior Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Merrill Acquisition, Groton, NH

TO: Elizabeth McNaughten, Land Agent
New Hampshire Fish and Game Department

The Office of the Attorney General has reviewed the title report and Warranty Deed for the Merrill property located in the Town of Groton, New Hampshire, 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 in the Registry of Deeds.



Christopher G. Aslin

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS Clarence G. Merrill and Judith A. Merrill, husband and wife, 194 Edmond Road, Jewett City, Connecticut 06351 (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:

The property to be conveyed consists of approximately 100+/-acres and is described as undeveloped land in the Town of Groton, County of Grafton, and State of New Hampshire. The property is also identified as Town of Groton Tax Map 3, Lots 9 (herein the "Property"), and described as follows:

A certain parcel of land, situated in the Town of Groton, County of Grafton and State of New Hampshire, containing 100 acres, more or less, being bounded and described as follows:

Being Lot #3 in the First Range and Third Division of lots in said Town of Groton, supposed to contain One Hundred (100) acres, more or less, and being the first parcel conveyed in a certain deed from Cyrus Taylor to Clarence N. Merrill dated May 11, 1896, recorded with the Grafton County Registry of Deeds, Book 430, Page 83.

Our title is derived from:

Quitclaim Deed from Clarence G. Merrill to Clarence G. Merrill and Judith A. Merrill, husband and wife, recorded June 5, 1991, at Book 1913, Page 238, Grafton County Registry of Deeds; and

Grafton County Probate Court Docket #2001-0447 (Merrill vs Willette and McGeney), Order dated July 24, 2003, and recorded August 5, 2003, at Book 2864, Page 876, Grafton County Registry of Deeds

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 (EXHIBIT A), 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:

Clarence G. Merrill

Judith A. Merrill


STATE OF _____
COUNTY OF _____

I, hereby certify that Clarence G. Merrill and Judith A. Merrill, personally appeared before me on this ____ day of _____, 2018, (known to me or satisfactorily proven) to be the persons described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

Notary Public/Justice of the Peace
My Commission Expires:

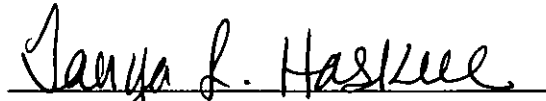
ACCEPTED: STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT

The State of New Hampshire, acting through its Fish and Game Department on this day 12 of November, 2018.


Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this 12th day of November, 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:

TANYA L. HASKELL, Notary Public
My Commission Expires November 4, 2020

Approved as to form, substance, and execution on this ___ day of _____, 2018.

Senior Assistant Attorney General

Approved by the Governor and Executive Council: _____, 2018, 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-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.

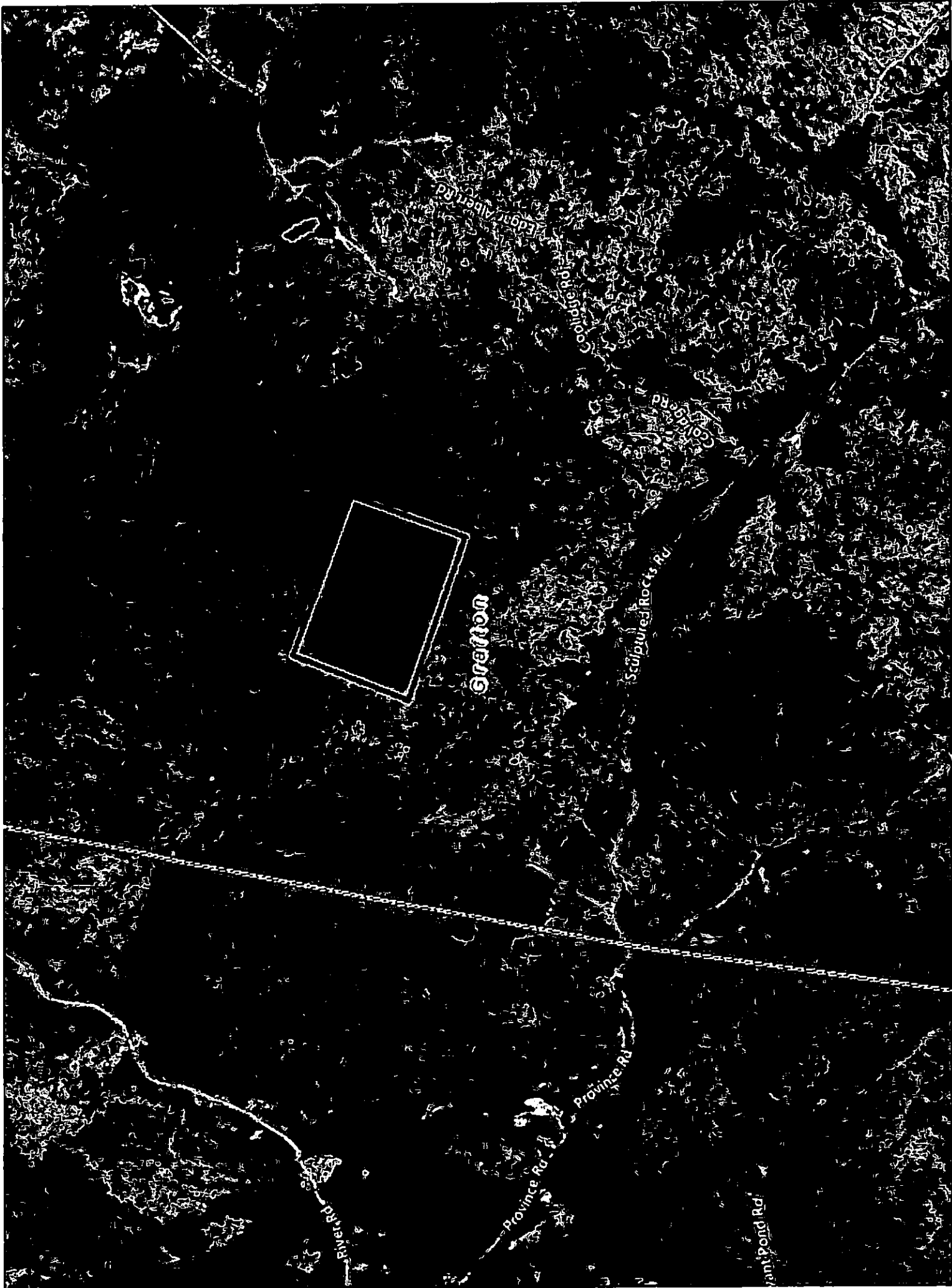
If the Department loses control of the PROPERTY, control must be fully restored to the Department or the PROPERTY must be replaced, within three years, with a like PROPERTY of equal value at current market prices and equal benefits. Further, if the PROPERTY is used for activities that interfere with 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.

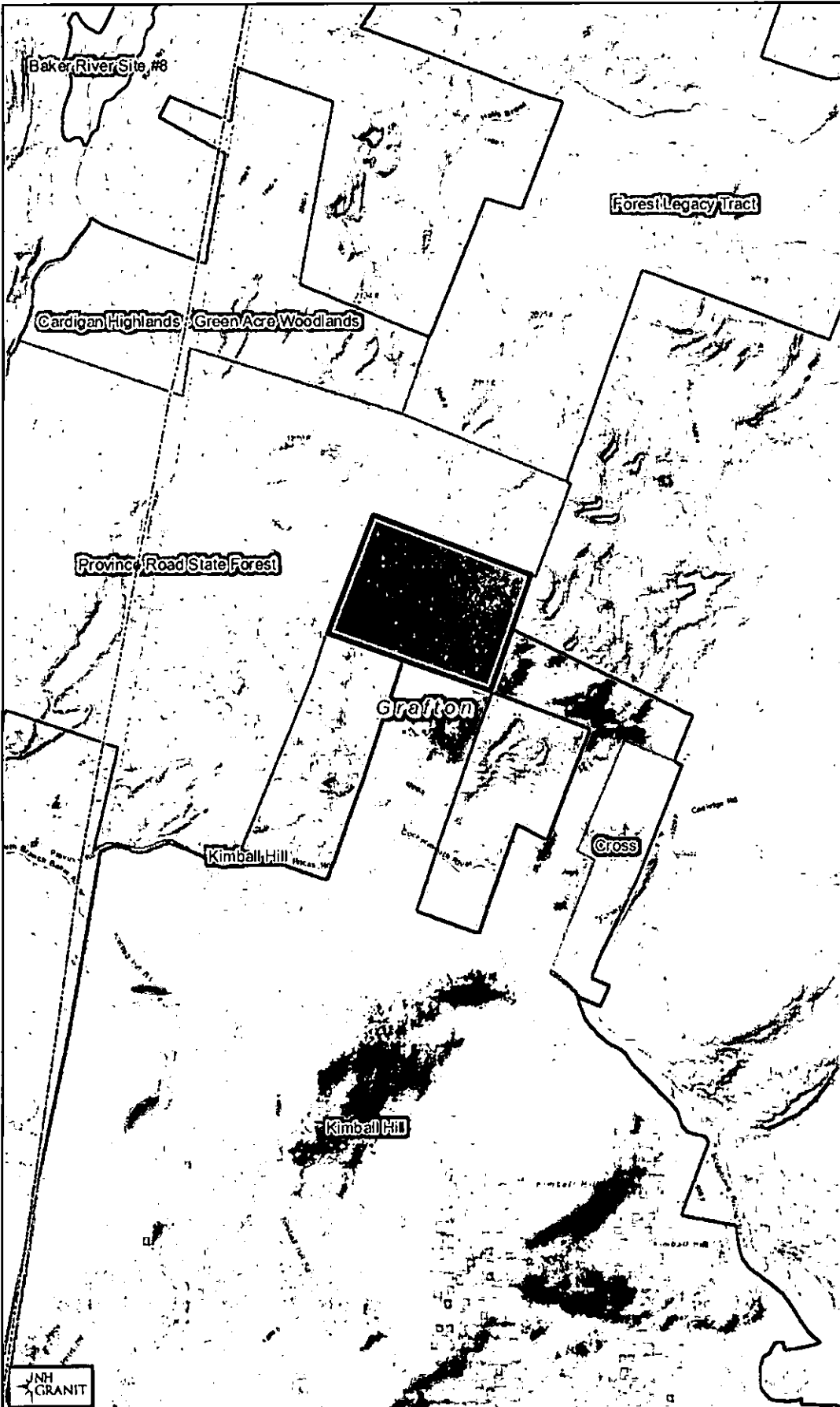
The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH W-108-L-1.

Glenn Normandeau, Executive Director

Date: _____



Merrill ~ 100 ac Groton NH



Legend

- State
- County
- City/Town
- Conservation and Public Land
- PPAGENTYPE
 - Private
 - Municipal/County
 - State
 - Other Public/Quasi-Public Entity
 - Federal

Map Scale

1: 25,977



© NH GRANIT, www.granit.unh.edu

Map Generated: 11/6/2018

Notes

