

26 [Signature]

# New Hampshire Liquor Commission



50 Storrs Street, P.O. Box 503  
Concord, N.H. 03302-0503  
(603) 271-1705

Joseph W. Mollica  
Chairman

APR 06 '16 AM 8:41 [Signature] Michael R. Milligan  
Commissioner

April 5, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (the "Commission"), pursuant to RSA 4:40, to grant a perpetual utility easement on State land to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications - NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the New Hampshire Liquor Commission Headquarters building located at 50 Storrs Street in Concord.

## EXPLANATION

The New Hampshire Liquor Commission Headquarters building electrical power supply main is currently routed via existing utility "pole #6" located on the abutting shopping plaza parcel at 80 Storrs Street. Said pole #6 is also where the power main breakers for the Commission Headquarters building are presently mounted, but the pole is situated such that it is often struck by delivery trucks unloading at Market Basket on the abutting shopping plaza parcel. When trucks strike the pole, the breakers often trip even if the lines remain undamaged. When the breakers trip, electrical power to the Commission Headquarters building is disconnected. To solve this problem, Unitil plans to install a new utility "pole #7" on the Commission Headquarters parcel and move the Commission Headquarters power main breakers from existing pole #6 to the new pole #7. The proposed utility easement would affect a twenty (20) foot wide strip of land extending from the northern parcel boundary along a straight line from existing utility "pole #6" located on the abutting parcel to new utility "pole #7" to be installed, and then continuing from said pole #7 to the Commission Headquarters building with the centerline of such strip to be fixed upon the "pole line" between said poles #6 and #7 and between said pole #7 and the Commission Headquarters building.

The proposed utility easement shall be granted to Unitil and FairPoint free of charge as part of the consideration for performing the utility work on site necessary to install the new pole and for making available to the State continued electrical and telecommunications utility service to the Commission Headquarters building. The effectiveness of the proposed easement shall commence upon its execution by the Chairman of the Commission, following approval by the Governor and Executive Council, and shall continue in perpetuity. The proposed easement was approved by the Long Range Capital Planning and Utilization Committee on March 30, 2016.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
April 5, 2016  
Page 2

Respectfully Submitted,  
New Hampshire State Liquor Commission



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Joseph W. Mollica, Chairman

## **LIST OF EXHIBITS**

1. Proposed Easement Deed
2. Location Map
3. Parcel Map Detail (with utility poles marked and numbered and showing the proposed new pole location)
4. Aerial View (showing utility poles marked and numbered)

Eintake #31067  
Unitil Energy Systems, Inc.  
One McGuire Street  
Concord, NH 03301

### EASEMENT DEED

The **STATE OF NEW HAMPSHIRE**, acting by and through its New Hampshire Liquor Commission pursuant to RSA 4:40, as authorized by the Governor and Executive Council on \_\_\_\_\_, 2016 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of New Hampshire Liquor Commission, Office of the Chairman, 50 Storrs Street, P.O. Box 503, Concord, New Hampshire 03302-0503 (herein called "Grantor", which word and the pronouns referring thereto shall mean the singular or plural of any gender, as the context may require) for consideration paid grants to **Unitil Energy Systems, Inc.**, a New Hampshire corporation with its principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842-1720, and **Northern New England Telephone Operations LLC** (d/b/a FairPoint Communications — NNE) a limited liability company organized under the laws of Delaware having a place of business at 100 Gay Street, Manchester, New Hampshire 03103 and their respective successors and assigns and permittees forever, as tenants in common (collectively referenced herein as the "Grantees"), with quitclaim covenants, the perpetual right and easement to build, replace, patrol, maintain, and operate a pole line with crossarms, subsurface lines, wires, facilities and other appurtenances for the transmission of intelligence by electricity and for the transmission and distribution of electricity (herein referred to inclusively as "said pole line") including the necessary guys over and across Grantor's land situated at **50 Storrs Street** in **Concord**, New Hampshire on a strip **20** feet in width, the center line thereof to be fixed upon the pole line as follows:

#### **To cover new pole(s) #7 and associated anchors to be installed at 50 Storrs Street, Concord, New Hampshire**

Meaning and intending to describe and convey an easement over that portion of those premises known as the New Hampshire Liquor Commission Headquarters parcel as was conveyed to Grantor by Deed of Capitol Shopping Center, Inc. dated November 19, 1964, recorded in the Merrimack County Registry of Deeds at Book 953, Page 228.

There is also hereby conveyed the right to enter, with reasonable advance notice in the case of the abutting railway properties, all abutting lands of Grantor in the exercise of the rights herein granted and to exercise any access rights reserved to Grantor in adjacent land; and the right to trim and remove from Grantor's land such trees and other growth as in the judgment of Grantees may interfere with or endanger said pole lines or the operation or maintenance thereof by such means as the Grantees may elect, all wood and timber to remain the property of the Grantor. Facilities built by any utilities pursuant to the rights hereby granted shall be and remain the property of the utilities. Furthermore it is understood that Grantees will follow all applicable municipal ordinances including obtaining excavation permits and road opening permits as required by the City of Concord.

The Grantor covenants and agrees that if any poles or wires or associated equipment installed in connection with this conveyance are required to be removed in connection with activity driven by the

Grantor, then the Grantor will reimburse the Grantees for all of their costs incurred in connection therewith. The Grantees shall have the right to install and maintain their distribution facilities upon the Grantor's premises without charge for the purpose of furnishing service to the Grantor and also for the purpose of serving customer(s) on adjacent lands. Notwithstanding the foregoing, in the event that any of the said poles or wires or associated equipment installed pursuant to the rights granted herein shall lie in or upon land, the fee interest in which shall be subsequently dedicated to and accepted by a municipality as a public way, the Grantees acknowledge and agree that said municipality only, as successor and assign of the Grantor, shall not be bound by the foregoing covenant of the Grantor to reimburse the Grantees for costs incurred in connection with such removal. Grantor, for itself and each of its successors and assigns, hereby acknowledges and agrees that under such circumstances the easement hereby granted shall not be released, extinguished or terminated, and shall otherwise remain in full force and effect.

The Grantor, for itself, its heirs, executors, administrators and assigns, hereby covenants that it will not erect or permit any building or other structure, or alter the terrain, upon said strip that in the judgment of Grantees may interfere with or endanger said pole lines or the operation thereof, or would reduce the clearances to less than the National Electrical Safety Code or any other code in effect.

The rights granted herein are conveyed subject to any rights, liens, restrictions, and encumbrances of record.

The rights granted herein are not homestead property.

Pursuant to Rev. 802.03(a), the Grantees shall be liable for payment of any real estate transfer tax imposed by RSA Chapter 78-B.

WITNESS the hand and seal of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:  
STATE OF NEW HAMPSHIRE  
By and through its  
NEW HAMPSHIRE LIQUOR COMMISSION

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph W. Mollica, Chairman  
Duly Authorized

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

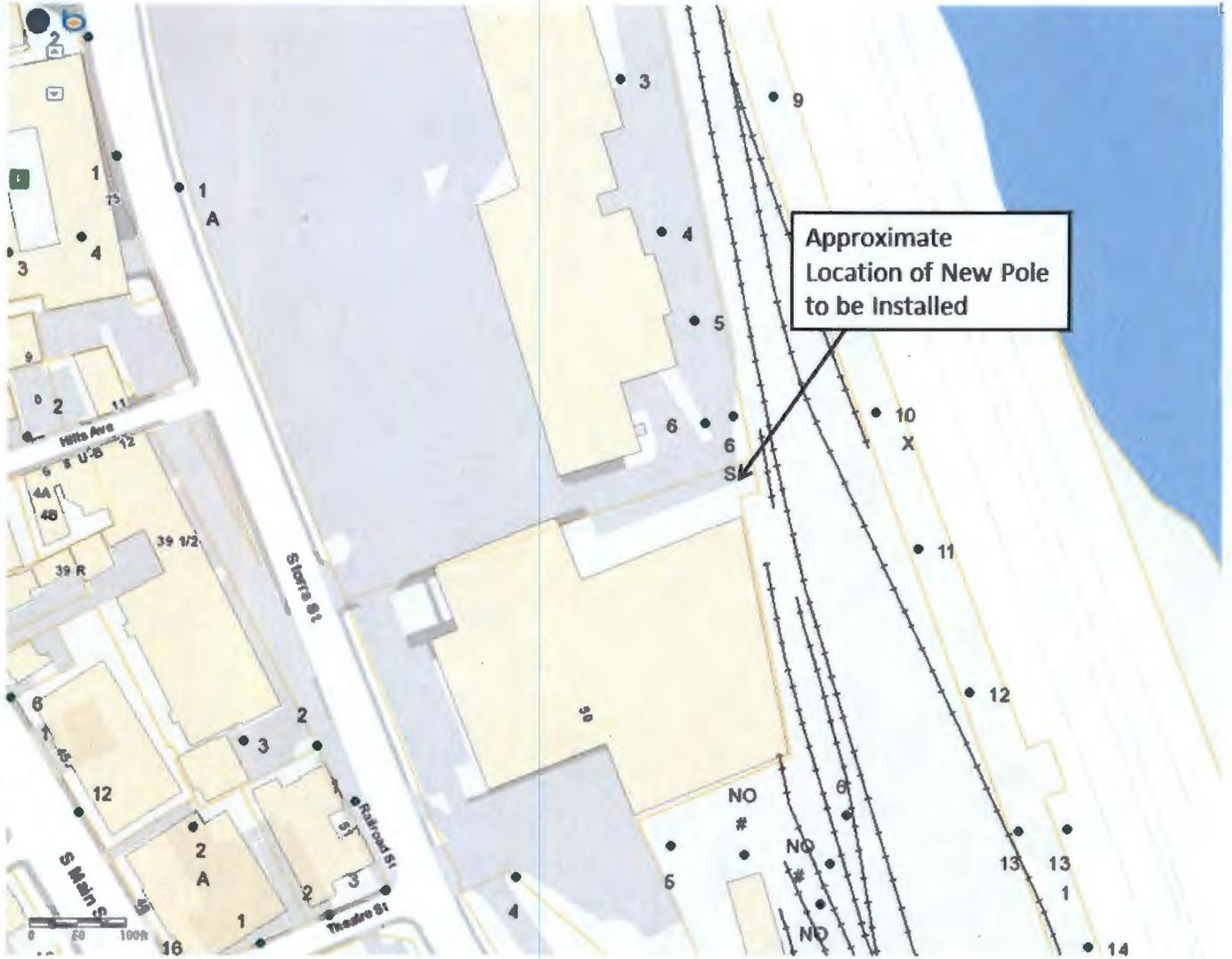
On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared the above-named Joseph W. Mollica, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Chairman of the New Hampshire Liquor Commission and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
My Commission Expires: \_\_\_\_\_  
(SEAL)



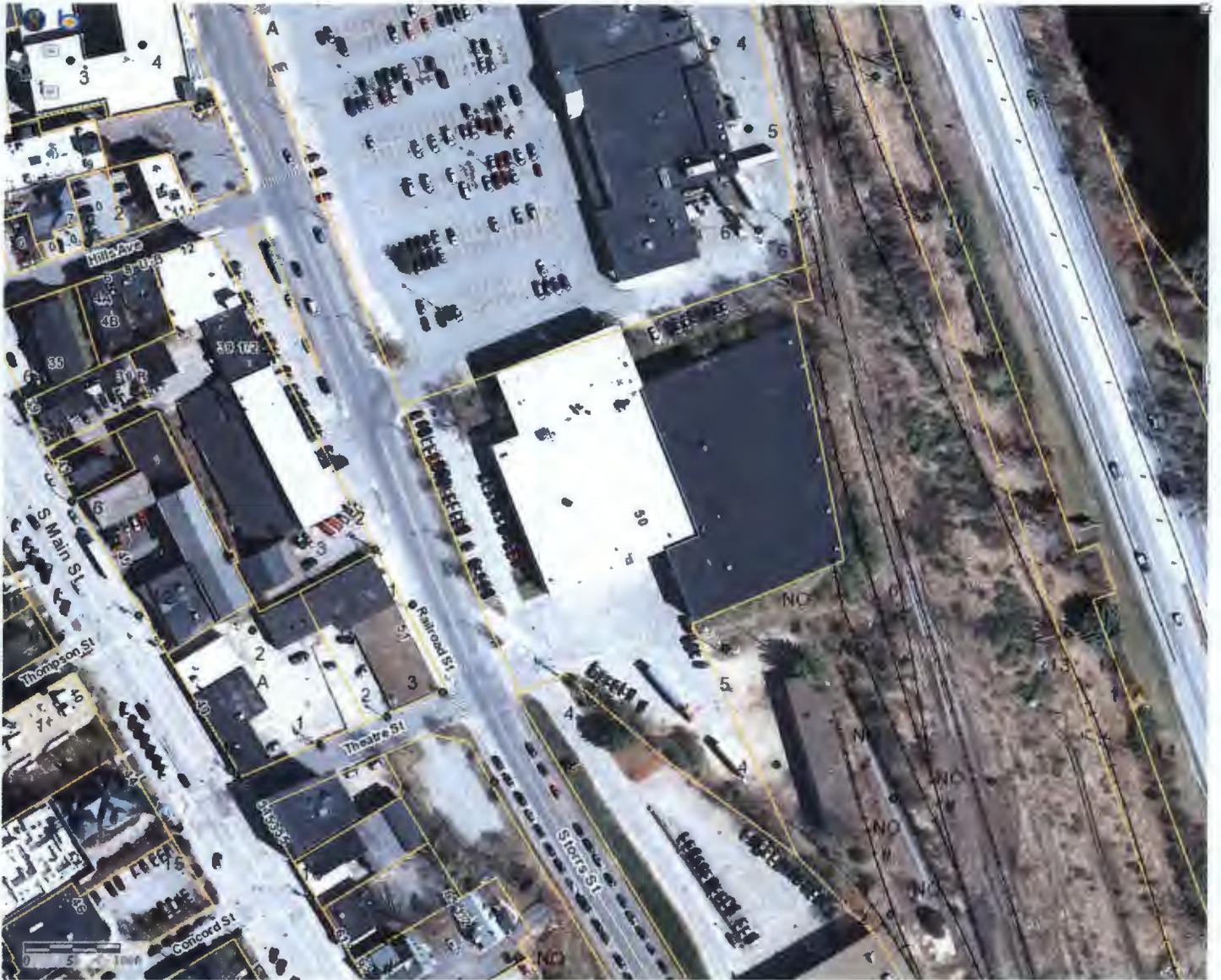
**New Hampshire Liquor Commission Headquarters  
50 Storrs Street  
Concord, NH**

**Location Map  
USGS Concord Quadrangle**



**New Hampshire Liquor Commission Headquarters  
50 Storrs Street  
Concord, NH  
(Tax Map 35, Block A1, Lot 2)**

**Tax Map Detail  
(affected parcel shown just below center above)**



**New Hampshire Liquor Commission Headquarters  
50 Storrs Street  
Concord, NH  
(Tax Map 35, Block A1, Lot 2)**

**Aerial View  
(affected parcel shown at center above)**