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STATE OF NEW HAMPSHIRE DEPARTMENT of NATURAL and CULTURAL RESOURCES Division of Forests and Lands

172 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301 PHONE: 271-2214 FAX: 271-6488 WWW.NHDFL.ORG

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May 17, 2018

His Excellency, Governor Christopher T. Sununu And the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 227-H:3,I, authorize the New Hampshire Department of Natural and Cultural Resources (DNCR) to accept the no-cost transfer of 78.67 acres in Lancaster, New Hampshire, from Granite State Landholdings, LLC of Lancaster. No funding required.

EXPLANATION

DNCR is seeking authorization to accept the no-cost transfer of 78.67 acres in Lancaster. The acceptance of this property will result in the permanent protection of forested upland and wetland habitat and an associated perennial stream corridor. This transfer is being done as a permit condition of the Department of Environmental Services to satisfy regulatory requirements on other lands of the Grantor.

Your approval is subject to final approval of the legal documents as to form, substance, and execution by the NH Department of Justice.

Respectfully submitted,

Approved by,

Brad W. Simpkins

Director

Jeffrey J. Rose Commissioner Return to:
Tracey Boisvert
Land Management Bureau
DNCR Forests and Lands
172 Pembroke Road
Concord, New Hampshire 03301

THIS IS A TRANSFER TO THE STATE OF NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO RSA78-B:2,I AND FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17 g, II

WARRANTY DEED AND GRANT OF DEED RESTRICTION

GRANITE STATE LANDHOLDINGS, LLC, a New Hampshire limited liability company, with an address of 653 Main Street, Lancaster, County of Coos and State of New Hampshire, FOR CONSIDERATION PAID, grants to the STATE OF NEW HAMPSHIRE, acting through its DEPARTMENT OF NATURAL AND CULTURAL RESOURCES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 172 Pembroke Road, Concord, New Hampshire, 03301, with WARRANTY COVENANTS, fee simple title to a certain lot or parcel of land situated on the easterly side of US Route 3, but not adjoining thereon, in the Town of Lancaster, Coos County, New Hampshire, and being shown as the 78.67 acre area on a Plan entitled "Plan Showing a Subdivision Made for GRANITE STATE LAND HOLDINGS, LLC 653 Main Street, Lancaster, NH 03584 of Property Located off US Route 3 Lancaster, Coos County, New Hampshire Lancaster Map R-1 Lots 21, 25 Deed Book 1448 Page 1, Book 1448 Page 6", prepared by Horizons Engineering, Inc., dated March 7, 2018, said parcel is more particularly bounded and described in Appendix A attached hereto and a part hereof (the "Property").

The Property hereby conveyed is subject to the Deed Restrictions hereinafter described and such restrictions shall run with the land in perpetuity and shall constitute conservation restrictions and covenants.

The Property is conveyed TOGETHER WITH all recorded conditions, restrictions, and agreements that lawfully apply to the Property or any part thereof and SUBJECT TO all matters of record and to real estate taxes accruing after the date hereof.

MEANING and INTENDING to describe and convey a portion of the premises as conveyed to the Grantor herein by the following deeds:

- A. Warranty Deed of Pinetree Power Development Corporation to Allen Bouthillier dated June 6, 2014 and recorded at the Coos County Registry of Deeds in Book 1400, Page 613, and subsequent Quitelaim Deed of Allen Bouthillier to Granite State Landholdings, LLC dated August 15, 2016 and recorded at the Coos County Registry of Deeds in Book 1448, Page 6. Portion of Town of Lancaster Tax Map R1, Lot 21.
- B. Warranty Deed of David H. Coughlin, Richard J. Coughlin, Roscoe T. Blaisdell (a/k/a Roscoe Blaisdell) and Kathleen M. Blaisdell (a/k/a Kathleen Blaisdell) to Granite State Landholdings, LLC dated August 10, 2016 and recorded at the Coos County Registry of Deeds in Book 1448, Page 1. Portion of Town of Lancaster Tax Map R1, Lots 24 & 25;

ALSO CONVEYING AND GRANTING a Third Party Right of Enforcement therein granted to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03 302, (sometimes referred to as "NHDES" or the "Third Party Holder," which, unless the context clearly indicates otherwise, includes its successors and assigns), which Deed Restrictions are more particularly described herein below. The Property was restricted as a condition of the NHDES Wetlands Permit #2017-1774.

The Deed Restrictions granted to NHDES herein with respect to the Property consist of the right to enforce the following use limitations:

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any agricultural, industrial or commercial activities, except forestry, including timber harvesting, in accordance with a Stewardship Plan as described below and provided that the productive capacity of the Property to support diverse wildlife populations shall not be degraded by on-site activities.
 - i. For the purposes hereof, "Wildlife Habitat Management" shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways for the purpose of performing such activities; and the use of forest equipment, all as not to be detrimental to the Purposes of these Deed Restrictions.
 - ii. For the purposes hereof, "Forest Management" or "Forestry" shall include the growing, cutting, and sale of forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance the forest, including the protection of wildlife habitat; and the construction of access ways for the purposes of removing forest products from the Property.

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- iii. For the purposes hereof, "Recreational Use" activities shall include low-impact, non-commercial recreational activities including, but not be limited to, hunting, fishing, hiking, cross country skiing and nature observation, in accordance with current laws and regulations.
- iv. Wildlife Habitat Management, Forest Management, and Recreational Use activities shall be conducted by the Property owner in accordance with a Stewardship Plan, prepared by a licensed professional forester, a certified wildlife biologist, or by another qualified person.
- iv. For the purposes hereof, "Riparian Buffers" shall be the areas within 100 feet of streams and Significant Wetland Areas as defined below. The Riparian Buffer edge shall be measured from the stream edge, measured from the edge of the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian edge shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.
- v. For the purposes hereof, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage Bureau ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:
 - Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape).
 - Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context. See http://www.nhdfl.org/about-forests-and-lands/bureaus/natural-heritage-bureau/about-us/rarity-and-ranking.aspx for further explanation of S rankings.
 - New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands.
 - Wetlands providing habitat for Endangered, Threatened and Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in

the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

- vii. For the purposes hereof, forestry within the Riparian Buffer shall adhere to the following additional restrictions:
 - a. No soil disturbance, tree cutting or removal shall occur and no herbicides or pesticides shall be used.
 - b. No skid trails, log landings, or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.
 - c. Wildlife management activities included in the Stewardship Plan described in A.i. shall be exempt for paragraphs A. vii. a & b above.
- vi. For the purposes hereof, forestry within Significant Wetlands shall adhere to the following additional restrictions:
 - a. No soil disturbance tree cutting or removal shall occur and no herbicides or pesticides shall be used.
 - b. No skid trails, log landings, or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.
- B. A Stewardship Plan shall be prepared by the Property owner, and provided to the NHDES at its request, prior to any Wildlife Habitat Management or Forest Management activities. The Property owner and the NHDES acknowledge that the Stewardship Plan's purpose is to guide management activities and that the actual activities will determine compliance therewith. The Stewardship Plan shall have been prepared not more than ten (10) years prior to the date of any activity and should consider the following:
 - a. Forestry Management Planning
 - I. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.

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- II. Riparian Buffers and Significant Wetland Areas shall be marked in the field by a qualified professional approved in advance and in writing by the Grantee prior to timber harvesting.
- III. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire 2004", and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Good Forestry in the Granite State Steering Committee, 2010), or similar successor publications.
- C. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another, unless approved by the NHDES in writing.
- D. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, educational building, tennis court, swimming pool, dock, athletic field, water wells and associated structures, pavilion, shooting range, aircraft landing strip, tower, including cell towers, mobile home, or wind powered generator or similar development, shall be constructed, placed, or introduced onto the Property. However,
 - i. ancillary structures and improvements including, but not limited to, an unpaved road, dam, gate, fence, bridge, culvert, or wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the Wildlife Habitat and Forest Management activities on the Property; and
 - ii. unpaved pedestrian trails and temporary wildlife blinds and tree stands may be constructed, placed, or introduced onto the Property provided that they are included in the Stewardship Plan.
- E. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
 - i. are commonly necessary in the accomplishment of Wildlife Habitat Management, or low-impact noncommercial outdoor recreational uses of the Property;
 - ii. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be made at the sole discretion of the Property owner and to be based upon information from the

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New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

- iii. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.
- F. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of conservation, education, or low-impact noncommercial outdoor recreational uses of the Property.
- G. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- H. There shall be no dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous.
- I. Use of pesticides or herbicides in connection with any permitted activities must be approved in advance in writing by the NHDES.

The foregoing restrictions above shall be enforceable by the NHDES in perpetuity by actions at law or by proceedings in equity.

THIS IS NOT HOMESTEAD PROPERTY.

Signature pages to follow

Dated	l this	day of	_, 2018	
By Allen		Landholdings, LLC ler, Managing Member led	·	
LLC,	This in	2018 by Allen Bouthillie	pefore me on this day of er, Managing Member of Granite State any, whose identity was determined b	
	The oat witness The fol	sonal knowledge of the identich or affirmation of a credible), the witness being personal lowing identification docume Driver's license Passport Other	y known to me OR ents:	_(name of
			Notary Public/Justice of the Peace My Commission Expires:	

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By:	
Name: Jeffrey J. Rose	
Title: Commissioner	
Duly Authorized	
	-
STATE OF NEW HAMPSHIRE	
COUNTY OF MERRIMACK	
This is at a section and a section and a decided	hafara mana an Alaisa dan a G
	before me on this day of, 20
State of New Hampshire, on behalf of the S	Department of Natural and Cultural Resources of the
State of New Hampshire, on behalf of the S	state of New Hampshire.
`	
	Justice of the Peace / Notary Public
	My Commission Expires
	(seal)

ACCEPTED THIRD PARTY ENFORCEMENT RIGHT: STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES:

Robert R. Scott, Commissioner New Hampshire Department of Envi	ironmental Services
STATE OF NEW HAMPSHIRE	
COUNTY OF,	
Services, known to me, or satisfactor	, 2018, before me personally appeared r of the New Hampshire Department of Environmental orily proven, to be the person whose name is subscribed to wledged that he/she executed the same as his free act and ned.
	Notary Public/Justice of the Peace My commission expires:
Approved by Governor and Council:	: Date:, Agenda Item: _
•	l execution by the Office of the Attorney General
Date	Assistant Attorney General

Appendix A Property Description

A certain lot or parcel of land situated on the easterly side of US Route 3, but not adjoining thereon, in the Town of Lancaster, Coos County, New Hampshire, being shown as the 78.67 area on a Plan entitled "Plan Showing a Subdivision Made for GRANITE STATE LAND HOLDINGS, LLC 653 Main Street, Lancaster, NH 03584 of Property Located off US Route 3 Lancaster, Coos County, New Hampshire Lancaster Map R-1 Lots 21, 25 Deed Book 1448 Page 1, Book 1448 Page 6", prepared by Horizons Engineering, Inc., dated March 7, 2018, approved by the Lancaster Planning Board on March 7, 2018, and recorded at the Coos County Registry of Deeds as Plan #_______, and Plan being incorporated into this description by reference thereto, said parcel of land being more particularly bounded and described as follows:

Beginning on the easterly sideline of land now or formerly of Boston & Maine Railroad at a #4 rebar found with cap "CFS" 10" A.G. at the northwesterly corner of land now or formerly of Steven J. & Jennifer A. Lukeman and the southwesterly corner of the parcel herein conveyed, thence running in a generally northwesterly direction along said Boston & Maine Railroad land the following courses and distances:

On a circular curve deflecting to the left an arc distance of 92.87 feet, the radius of said curve being 2821.86 feet and the central angle of said curve being 001° 53' 08" to a calculated point;

North 23° 20' 39" West a distance of 725.20 feet to a calculated point;

On a circular curve deflecting to the left an arc distance of 204.84 feet, the radius of said curve being 5778.35 feet and the central angle of said curve being 002° 01' 52" to a calculated point;

On a circular curve deflecting to the left an arc distance of 663.18 feet, the radius of said curve being 2910.68 feet and the central angle of said curve being 013° 03' 16" to a calculated point;

On a circular curve deflecting to the left an arc distance of 204.85 feet, the radius of said curve being 5778.76 feet and the central angle of said curve being 002° 01' 52" to a calculated point;

North 40° 26' 39" West a distance of 562.42 feet to a #4 rebar found with cap "CFS" 16" A. G.;

North 40° 26' 39" West a distance of 648.00 feet to an iron rod to be set, said point being the northwest corner of the parcel herein conveyed; thence turning and running North 49° 59'

04" East a distance of 554.16 feet along other land now or formerly of Granite State Landholdings, LLC to an iron rod to be set at the northeastern most corner of the parcel herein conveyed; thence turning and running along said Granite State Landholdings, LLC land the following courses and distances:

South 60° 19' 12" East a distance of 2100.89 feet to an iron rod to be set;

South 12° 43' 32" East a distance of 1818.20 feet to an iron rod to be set at the southeast corner of the parcel herein conveyed; thence turning and running along said Lukeman land South 82° 53' 01" West a distance of 985.75 feet to the point of beginning.

Containing 78.67 acres.

The above bearings refer to Grid North and are based on the New Hampshire Coordinate System.

ALSO CONVEYING a 75-foot wide right-of-way to benefit the State of New Hampshire Department of Natural & Cultural Resources, crossing other land now or formerly of Granite State Landholdings, LLC, more particularly described as follows:

Commencing at an iron rod to be set on the easterly sideline of the Boston & Maine Railroad right-of-way, said point being the northwesterly corner of the parcel above described, and the southwesterly corner of the right-of-way; thence running along said Boston & Maine Railroad right-of-way N 40° 26' 39" W a distance of 250.00 feet to an iron rod to be set, said point being the northwesterly corner of the right-of-way; thence turning and running along other land now or formerly of Granite State Landholdings, LLC N 49° 59' 04" E a distance of 75.00 feet to an iron rod to be set, said point being the northeasterly corner of the right-of-way; thence turning and running along other land now or formerly of Granite State Landholdings, LLC S 40° 26' 39" E a distance of 249.81 feet to an iron rod to be set, said point being the southeasterly corner of the right-of-way; thence turning and running along land now or formerly of the State of New Hampshire S 49° 59' 04" W a distance of 75 feet to the point of beginning.

THE ABOVE-DESCRIBED PREMISES ARE IN CURRENT USE TAX STATUS. ANY PENALTY ASSESSED BY THE TOWN OF LANCASTER FOR CHANGE OF USE ASSOCIATED WITH THIS TRANSFER WILL BE THE RESPONSIBILITY OF THE GRANTOR HEREIN.



