



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
603)-271-3204

May 27, 2015

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

REQUESTED ACTION

Accept on behalf of the State of New Hampshire, pursuant to RSA 4:29, a temporary wall repair and construction easement on land along the Sugar River in Claremont owned by Hewes & Sons Trucking, Inc., a New Hampshire corporation, at no cost to the State, for the purpose of repairing an existing foundation wall along the south bank of the Sugar River and constructing a new retaining wall to encapsulate said existing foundation wall, in order to repair and fortify said foundation wall along both the Hewes & Sons Trucking, Inc. parcel and the abutting State parcel to the west.

EXPLANATION

The New Hampshire Department of Administrative Services plans to repair significant water erosion and undermining damage to the rear foundation wall of the State owned Monadnock Mills facility in Claremont along the Sugar River. The Monadnock Mills facility parcel (the "State Parcel") is located at 17 Water Street and is situated between Water Street to the south, the south bank of the Sugar River to the north, and the Hewes & Sons Trucking, Inc. parcel to the east (the "Hewes Parcel"). The foundation wall damage to be repaired is primarily located along the State Parcel but also extends a short distance along the abutting Hewes Parcel. In order to ensure the effectiveness and durability of the State Parcel foundation wall repair and encapsulation, it will also be necessary to make repairs to the rear foundation wall of the Hewes Parcel and to construct the new retaining wall along the State Parcel foundation wall to extend a short distance to the east along the Hewes Parcel foundation wall.

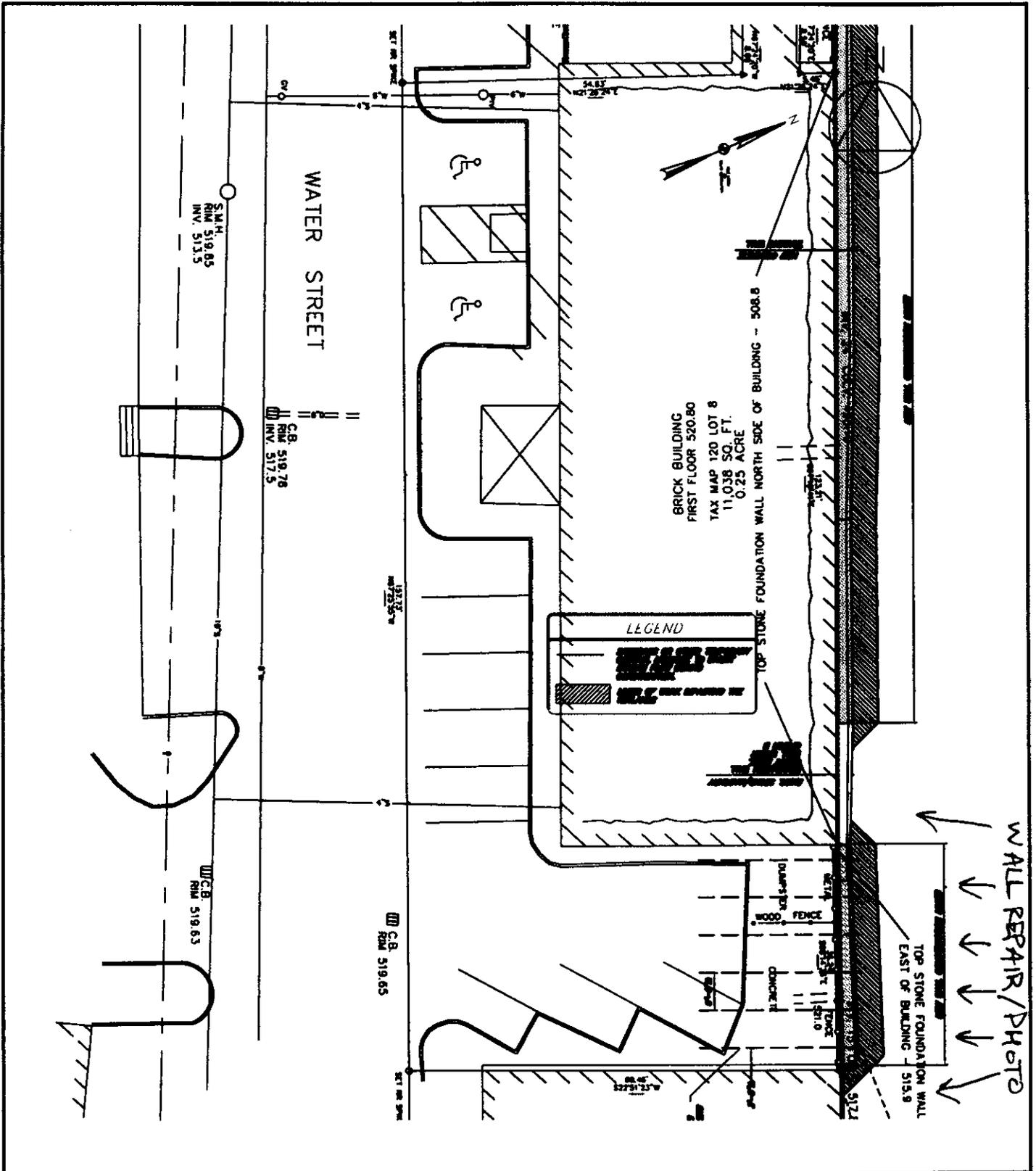
The Department of Administrative Services, at the request of its Bureaus of Public Works and General Services, has been working for several months with Hewes & Sons Trucking, Inc. to obtain a temporary construction easement on the Hewes Parcel. Recently the Department received from Hewes & Sons Trucking, Inc. a fully executed term easement deed having an expiration date of April 2, 2017, which grants the rights needed to commence construction.

The effectiveness of the easement rights shall commence upon acceptance by the Governor and Executive Council and shall continue until April 2, 2017.

Respectfully submitted,

A handwritten signature in cursive script that reads "Vicki V. Quiram".

Vicki V. Quiram
Commissioner



Bureau of Public Works
Design and Construction
 Seven Hazen Drive
 Concord, NH 03302
 Tel. (603) 271-3516
 Fax. (603) 271-3515

Monadnock Mills Wall Repair
 17 Water Street, Claremont, NH

PROJECT No.
 80817

Property Plan

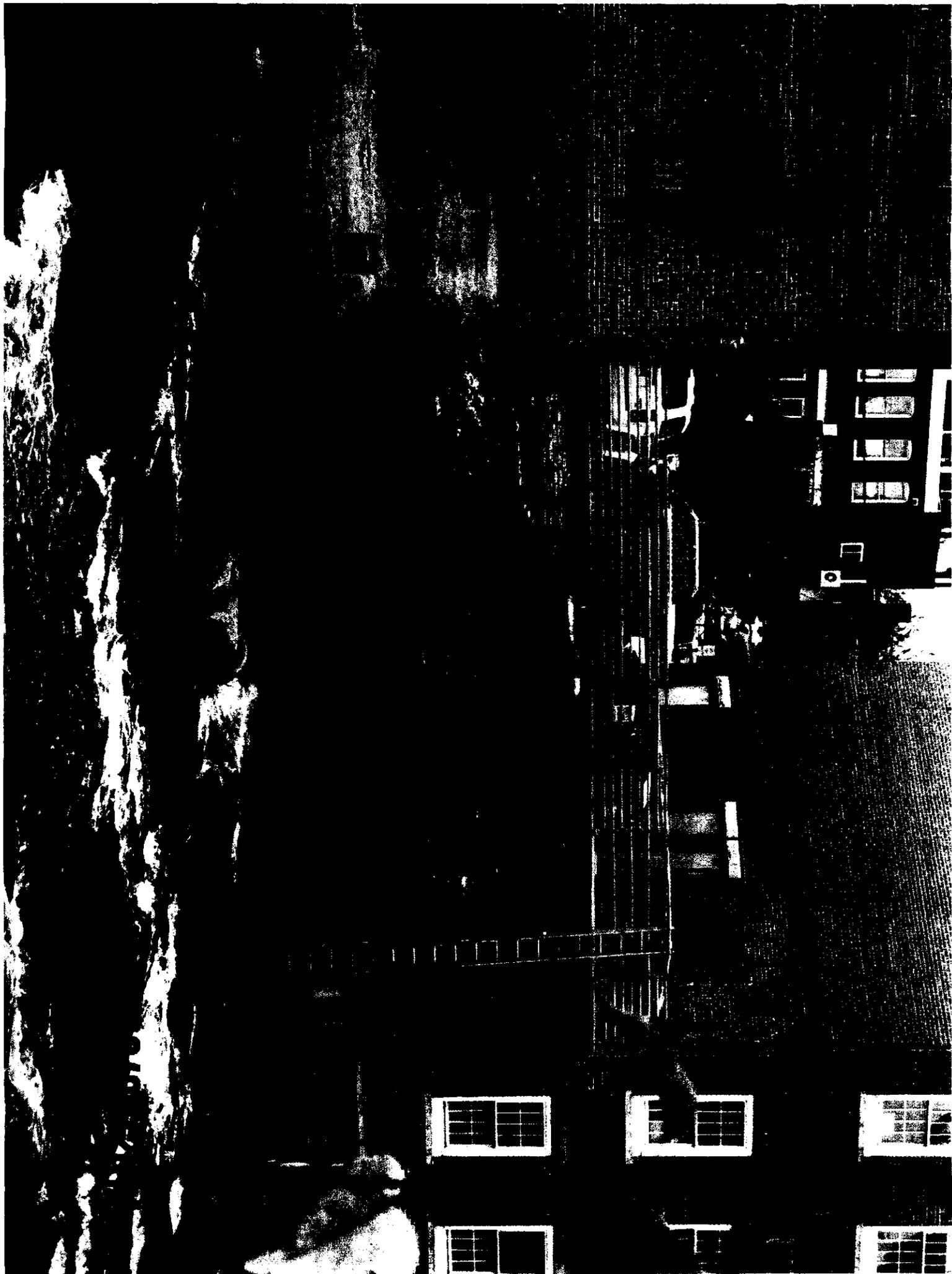
P01

DRAWN BY: RED

SCALE 1" = 250'

DATE: 11-19-2014

REVISION:



Return to:
State of New Hampshire
Department of Administrative Services
Attn: Jared Nylund, Real Property Asset Manager
25 Capitol Street, Room 113A
Concord, NH 03301

EASEMENT DEED

HEWES & SONS TRUCKING, INC., a New Hampshire corporation with a principal office address of 70 Central Street, Claremont, New Hampshire 03743 (collectively, together with its successors and assigns, the "Grantor"), for consideration paid grants to the **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:29, as authorized by the Governor and Executive Council on _____, 2015 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (collectively, together with its successors and assigns, the "Grantee"), with quitclaim covenants, the temporary right and easement to enter and occupy, and to place, operate, and store tools, equipment, and materials upon and beneath, Grantor's land located at 11 Water Street, Claremont, New Hampshire (the "Premises"), and to drill, drive, bore, and excavate holes and install wall anchors on, into, and beneath the Premises, and to conduct such other activities as are reasonably necessary to repair the existing foundation wall along the Sugar River on the northerly boundary of the Premises and on the northerly boundary of abutting land now or formerly of the State of New Hampshire located at 17 Water Street to the west of the Premises, and to construct a retaining wall to encapsulate the existing foundation wall along said northerly boundaries of both parcels. The portion of the Premises to be subject to said rights is more particularly described as follows (the "Easement Area"):

Beginning at a point in the southerly bank of the Sugar River at the northwestern corner of the Premises, located North 22°51'23" East a distance of approximately 69.46 feet from a railroad spike set along the northerly side of Water Street as shown on a certain plan entitled "Boundary and Topographic Plan of Land Owned by State of New Hampshire, Water Street, Claremont, New Hampshire" dated February 15, 2005, revised February 4, 2011, prepared by Wayne McCutcheon Associates, Inc., on file with the New Hampshire Bureau of Public Works, Design & Construction;

Thence easterly a distance of approximately 20 feet along the southerly bank of the Sugar River to the end of a concrete retaining wall protruding approximately 1-2 feet from the foundation wall along the northerly boundary of the Premises;

Thence turning clockwise approximately 90 degrees and continuing in a southerly direction a distance of approximately 20 feet to a point within the Premises;

Thence turning clockwise approximately 90 degrees and continuing in a westerly direction a distance of approximately 20 feet to a point in the westerly boundary of the Premises along land now or formerly of the State of New Hampshire;

Thence North 22°51'23" East along said land of the State of New Hampshire a distance of approximately 20 feet to the point of beginning.

Meaning and intending to describe a portion of those premises conveyed to Grantor by Warranty Deed of Chase Trucking, Inc. dated October 25, 2010 and recorded in the Sullivan County Registry of Deeds at Book 1785, Page 195.

The Grantee shall have a temporary, uninterrupted, and unobstructed non-exclusive easement, right of entry, and right of way in, under, across, and over the Easement Area for the purpose of repairing the existing foundation wall along the Sugar River and constructing, installing, and inspecting a new retaining wall to encapsulate said existing foundation wall. The Grantee shall have the right to remove trees, bushes, undergrowth, pavement, retaining walls, and other obstructions interfering with the activities authorized herein, to excavate pits, trenches, or access holes, to drill, drive, bore, and excavate holes and install wall anchors into and beneath the Easement Area, to move, temporarily store, and utilize personnel, motor vehicles, machinery, equipment, tools, and materials within, across, and beneath the Easement Area in order to accomplish the activities authorized herein, and to take such other actions as may be necessary, useful, or convenient for the enjoyment of the easement rights herein reserved, including, without limitation, to pass and repass over and across the Premises to and from the Easement Area with personnel, motor vehicles, machinery, equipment, and materials; provided, however, that the Grantee shall make reasonable efforts to minimize such travel or movement over and across the Premises. The Grantee shall make reasonable efforts to backfill and restore, to the extent possible, the land disturbed in connection with the exercise of the easement rights granted herein, and to return the Easement Area to the same condition that existed immediately prior to the date hereof. Because an existing building occupies the entire Easement Area, much of the work to be performed by the Grantee hereunder shall consist of activities to take place around the Easement Area and beneath the building, with the area beneath the building likely to be accessed from the Sugar River. In the event that the Grantee requires access to the interior of the building within the Easement Area the Grantee shall notify the Grantor to schedule such access in advance. In no event shall the Grantee store any motor vehicles, machinery, equipment, tools, or materials inside the building located within the Easement Area without the prior written consent of the Grantor.

The rights and easement granted hereby shall expire by operation of this instrument two (2) years after the date hereof.

The Grantor shall have the right to freely use and enjoy its interest in the Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this Easement. At all times during the effectiveness of this Easement, the Grantor shall not interfere with the easement rights granted hereby, including conducting any activity that would impede or prevent the wall repair and construction activities contemplated hereby. The Grantor acknowledges and agrees that both parties, the Premises, and the abutting parcel of the Grantee shall directly benefit from the wall repair and construction activities contemplated hereby. The Grantor further acknowledges and agrees that the Grantee may delegate its authority to exercise the rights granted hereby to the Grantee's employees, agents, representatives, and contractors, and that by accepting the rights and easement granted hereby the Grantee assumes no obligation to perform any of the activities contemplated hereunder.

The easement rights and obligations granted hereby shall run with the land and shall be binding upon the Grantor and any other present or future holder of any interest in the Premises and shall inure to the benefit of the Grantee and any other present or future holder of any interest in the abutting land of the Grantee.

The premises transferred hereby are not homestead property.

Pursuant to Rev 802.03(b), this transfer is exempt from the real estate transfer tax imposed by RSA Chapter 78-B.

WITNESS the hand(s) and seal(s) of the Grantor(s) this 2nd day of April, 2015.

GRANTOR:
HEWES & SONS TRUCKING, INC.

WITNESS: Gndy Hester By: Nathan N. Hewes
Nathan N. Hewes, President
Duly Authorized

STATE OF New Hampshire
COUNTY OF Sullivan

On this 2nd day of April 2015 personally appeared the above-named Nathan N. Hewes, 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 President of Hewes & Sons Trucking, Inc. and that he executed the foregoing instrument for the purposes therein contained.

D'Arcy Janelle Svendse
Notary Public / Justice of the Peace
My Commission Expires:

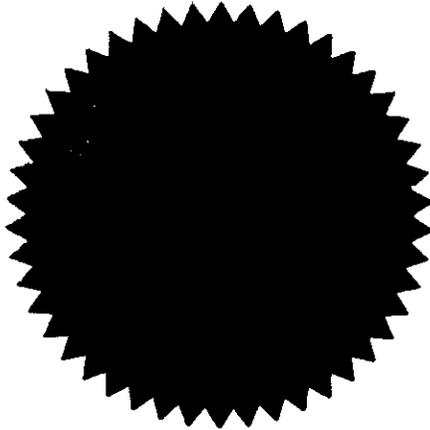
D'ARCY JANELLE SVENDSE (SEAL)
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 18, 2018.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Hewes & Sons Trucking, Inc.. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 9, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of March, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

HEWES & SONS TRUCKING, INC.
CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Nathan N. Hewes, being the President of Hewes & Sons Trucking, Inc., a New Hampshire corporation (the "Corporation"), do hereby certify as follows:

1. I am the duly elected and qualified President of the Corporation.
2. The Corporation has been duly and properly authorized to take all actions necessary or desirable to grant to the State of New Hampshire a temporary foundation wall repair and construction easement on and beneath the Corporation's land located at 11 Water Street, Claremont, New Hampshire, and to execute an Easement Deed in favor of the State to effectuate said conveyance.
3. I, as the President of the Corporation, have been duly and properly authorized to execute said Easement Deed on behalf of the Corporation and to deliver and/or execute such other documents and take such other actions on behalf of the Corporation as I may deem, in my sole discretion, to be necessary or desirable to further the transaction contemplated hereby.
4. Any and all prior actions taken on behalf of the Corporation by me in furtherance of, or in connection with, the transaction contemplated hereby, including, without limitation, the execution of said Easement Deed, have been ratified and affirmed as of the date hereof as the duly and properly authorized actions of the Corporation.

Executed this 2ND day of April 2015.



Nathan N. Hewes