



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



105  
B.C.

**CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER**

**JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER**

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

Bureau of Right-of-Way  
May 30, 2013

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and RSA 228:31, AUTHORIZE the Department of Transportation to sell a 5 +/- acre parcel of State owned land located in the Town of Exeter to Edward J. Conner or assigns for eleven thousand one hundred (\$11,100.00) dollars which includes an Administrative Fee of one thousand one hundred (\$1,100.00) dollars, effective upon Governor and Executive Council approval.

It has been determined by the Division of Finance that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-9600015-0000-UUU-402156 Administrative Fee	<u>FY 2014</u> \$1,100.00
04-096-096-9600015-0000-UUU-409279 Sale of Land	<u>FY 2014</u> \$2,000.00
04-096-096-963515-3054-401771 Consolidated Federal Aid	<u>FY 2014</u> \$8,000.00

**EXPLANATION**

The New Hampshire Department of Transportation (DOT) requests approval to sell approximately 5 acres of State owned land, improved with a historic two-story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns.

This parcel is a portion of a larger property purchased by DOT in 1988 as part of the following project: Federal number is Epping-Hampton NHS-DPR-0048(001), State number is 11324A. The purchase was part of a mitigation package to satisfy requirements for permits and funding DOT received for the construction of NH Route 101 from Epping to Hampton during the 1990s. A portion of this property was used for the Right-of-Way; the remaining 226 +/- acres are currently protected by a preservation easement, which includes the historic Conner farmhouse built in 1805. The requirements for this property are noted in the project's Memorandum of Agreement.

In 2001, DOT transferred ownership of the 226 +/- acres, along with the historic Conner farmhouse, to New Hampshire Fish and Game (NHFG) by Quitclaim Deed. The property is now referred to as "Conner Farm Wildlife Management Area" under NHFG management. There is language in the Quitclaim Deed that NHFG shall not convey this property to any other person or entity and if NHFG has no further use for the property, its ownership shall be transferred to the DOT. In addition, the property, and more specifically the farmhouse, is encumbered with historic covenants held by the New Hampshire Division of Historical Resources (DHR).

The agencies involved, DOT, NHFG, and DHR, have reviewed Mr. Conner's request and concur that the proposal should move forward in selling the 5 acres along with the historic Conner homestead directly to Edward J. Conner. The agencies feel that this house needs special attention due its current condition of disrepair. After discussing with Mr. Conner his heartfelt interest in this property, family connection, and experience in restoring historic properties, we feel that this is a win-win situation for Mr. Conner as well as the State.

Conditions of the sale would include:

Mr. Conner or assigns would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold. This survey will be recorded in the Rockingham County Registry of Deeds. DOT will use this survey to prepare a deed for the sale of this parcel.

Mr. Conner or assigns would at their expense construct fencing or other approved barrier along the established subdivided boundary line that would meet the approval of the DHR, NHFG, and DOT.

Historic covenants would remain on the farmhouse and property. The purchaser would restore the farmhouse and property, as noted in the historic covenants that would remain on the property held and monitored by DHR.

Additional deed restrictions, including a reversionary clause to the State if the historic covenants were ever removed on the property as well as the buyer's agreement to repair the historic property and maintain it in a livable condition in keeping with the preservation restrictions within ten (10) years from the time of transfer from the State of New Hampshire, will be placed in the transfer deed. These deed restrictions will be reviewed and approved by the Attorney General's Office.

Access to NH Route 27 (Epping Road) from this parcel will be by an access easement granted over Conner Farm Access Road located on the larger parcel to be retained by NHFG. No direct access will be allowed to NH Route 101 from this parcel.

For the sale of the 5 acres with the historic farmhouse, a deed would be recorded in the Rockingham County Registry of Deeds transferring the property from NHFG to DOT. Immediately following, the DOT will record the deed to Mr. Conner or assigns for the same.

The transfer of this property from NHFG to DOT would only be allowed provided that DOT were to subsequently transfer the property to Mr. Conner or assigns.

The Long Range Capital Planning and Utilization Committee at its January 31, 2012 meeting approved the sale of the 5 acres with the historic building to Mr. Conner or assigns, for \$120,000.00. In addition, the DOT was to charge an Administrative Fee of \$1,100.00 with the conditions listed above.

The Governor and Executive Council subsequently approved the sale of this property to Mr. Conner or assigns for this price on April 18, 2012.

Upon the approval by Governor and Executive Council, Mr. Conner as part of his due diligence period, hired an architect, John W. Merkle, AIA, of TSM Architects of Portsmouth, NH and contractor Steve Bedard, of Bedard Preservation & Restoration, LLC of Gilmanston, NH, who specializes in the restoration of historic buildings, to review what was needed to restore the building.

The contractor and architect, taking into account the building's current deteriorating condition, looked at what it would take to make the building inhabitable under the preservation easement's standards. They estimated the cost to restoring the entire house, which includes the main house and back ell portion to be in the range of \$680,000.00 to \$850,000.00. This price range is beyond what Mr. Conner is willing to commit to. The cost range of restoring the main house without the ell is in the range of \$480,000.00 to \$600,000.00.

These estimated costs did not include the original purchase price of \$120,000.00, extensive site work, and survey work to subdivide this parcel from the larger tract of land. These estimates also assume the existing septic system and well are functioning and meet State specifications.

With the cost estimates to rehabilitate the building, site work, and other factors, Mr. Conner has requested that, while he is still interested in rehabilitating this historic building, the estimated costs for rehabilitation require the price of the property to be reduced.

The DOT with advisement from the NHFG and the DHR, agreed to decrease the selling price from \$121,100.00 to \$11,100.00, which includes an Administrative Fee of \$1,100.00. With Mr. Conner's heartfelt interest and ancestry connection to this property, as well as his experience in restoring historic properties, the DOT, NHFG, and DHR still feel that this is a win-win situation for Mr. Conner as well as the State in that there will be a good chance that this building will be preserved.

The Long Range Capital Planning and Utilization Committee at their January 31, 2013 meeting approved this request stating that the DOT should enter into a direct sale with Edward J. Conner or assigns and sell this parcel decreasing the sale price from one hundred twenty-one thousand one hundred (\$121,100.00) dollars to eleven thousand one hundred (\$11,100.00) dollars which also includes a one thousand one hundred (\$1,100.00) dollar Administrative Fee subject to the conditions above and to include a reversion clause as approved by the Attorney General, that total renovations take place within ten (10) years of the approved sale date.

Approval of the sale of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Highway funds.

In accordance with RSA 4:39-c, the Town of Exeter has been offered this property at the approved purchase price. They have had thirty (30) days to consider this offer and the Town of Exeter has not expressed an interest in acquiring this parcel. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D:2 and responded to the DOT that they are not interested in purchasing the property.

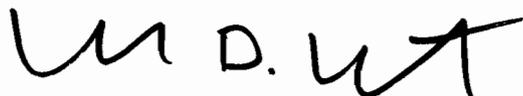
Authorization is requested to sell this parcel to Edward J. Conner or assigns as outlined above.

Respectfully,



Glenn Normandeau  
NH Fish and Game Department  
Executive Director

Respectfully,



Christopher D. Clement, Sr.  
NH Dept. of Transportation  
Commissioner

CDC/PJM/dd

Attachments





Approximately 5 acres



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

JUN 14 2011

RECEIVED

June 9, 2011

Edward Jewett Conner  
27 Maiden Lane, Suite 250  
San Francisco, CA 94108

Re: Request to Purchase State Owned Property in Exeter

Dear Mr. Conner:

I am in receipt of your letter expressing interest in purchasing a five (5) acre parcel of State owned land with the historic house known as the Conner Farm located on NH Route 101 in Exeter.

After reviewing your letter, the Department is interested, if possible, in working with you to purchase this parcel.

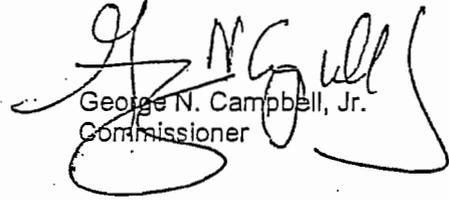
Representatives from the Department's Bureau of Right-of-Way will be in contact with you to discuss your proposal in greater detail. They will discuss the proposed value, conditions of the sale, historic covenants, request to move the building, and your credentials in restoring historic properties. Once these items are agreed upon by all parties, the New Hampshire Department of Transportation and the New Hampshire Fish and Game Department will proceed together with the next step of the disposal process in which we will present the proposed sale to the Long Range Capital Planning and Utilization Committee. This Committee is a Legislative Committee that will review the proposed sale for procedure and value. I caution you to the fact that this Committee has the authority to change the proposed value and /or the sale procedure.

Once approval is received by this Committee for the sale of this property, the property must then be offered to the municipality where the property is located. If they decline on the purchase of this property, then the sale is submitted to the Governor and Executive Council for their approval. If this approval is secured, then closing documents are prepared and the property is sold.

You may contact either Charles R. Schmidt, Administrator, or Phillip J Miles, Chief of Property Management, both of the Department's Bureau of Right-of-Way, should you have further questions as we proceed. I must caution you that this process is fairly lengthy and your patience is appreciated.

The Department looks forward to working with you with the purchasing of this property and the restoration of this historic property.

Sincerely,

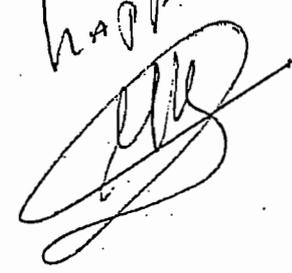


George N. Campbell, Jr.  
Commissioner

GNC/PJM/dd

cc: Charles R. Schmidt, PE, Administrator, Bureau of Right-of-Way  
Director Glenn Normandeau, New Hampshire Fish and Game Department  
Betsey McNaughten, Land Agent, New Hampshire Fish and Game Department

Mr. Connor  
I understand this is  
your family home. I am  
very hopeful that your desire to  
retain your heritage through this  
transaction can happen.





## NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Cultural Resources  
19 Pillsbury Street, Concord, NH 03301-3570  
TDD Access: Relay NH 1-800-735-2964  
[www.nh.gov/nhdhr](http://www.nh.gov/nhdhr)

603-271-3483  
603-271-3558  
FAX 603-271-3433  
[preservation@dcr.nh.gov](mailto:preservation@dcr.nh.gov)

Chuck Schmidt, Administrator  
Bureau of Right of Way  
New Hampshire Department of Transportation  
PO Box 483  
7 Hazen Drive  
Concord, NH 03302

October 27, 2011

Dear Mr. Schmidt,

The Conner Farm in Exeter, New Hampshire consists of a historic c.1805 farmhouse, surrounded by stonewalls, former gardens and other landscape features and set on a larger 235+- parcel of former farm fields, woodlands and wetlands. Together, these features comprise a landscape that has been actively used and farmed since the settlement of Exeter in the 17<sup>th</sup> century. The Conner Farm was owned, occupied, and farmed by the Conner family from the late 1600's until 1945 when it passed out of the family. Today the property documents historic land use patterns and farming practices of the 19<sup>th</sup> and early 20<sup>th</sup> centuries and is eligible for listing on the National Register of Historic Places.

As part of the Route 101 expansion project, in 1993 the NH Department of Transportation (NHDOT) acquired the Conner Farm as a site of wetland and wildlife habitat to be preserved as mitigation for the loss of other wetland areas elsewhere in the project. The property was transferred to Fish and Game. As historical mitigation for the project, a preservation easement recorded on the property's deed protected the entire parcel's archaeological, architectural, and cultural values. These commitments were stipulated in a Memorandum of Agreement between NHDOT, NH Division of Historical Resources (NHDHR), Fish and Game, and the Federal Highway Administration.

More recently, realizing that the historic house does not fit within the current goals and mission of Fish and Game and that the maintenance of the house has become a financial burden, NHDHR participated in discussions with NHDOT and Fish and Game on the possibility of subdividing the property. The plan, as discussed, would allow Fish and Game to own, manage, and use the fields, woodlands, and wetland as protected by the Preservation Easement. The plan would also allow for the subdivision of the house and approximately five acres to be sold and protected



under the preservation easement to a private owner for rehabilitation and use that meets the guidelines of the easement.

Ed Conner is a descendant of the Conners who owned Conner Farm for more than 200 years. As a successful developer in California, he has worked on several projects on historic buildings and has experience working with preservation guidelines. In spite of the house's state of neglect, Mr. Conner has a vision, supported by strong childhood memories and family connections, to return the property to its former usefulness and beauty. Given the preservation easement's continuing protection of the property's historical values, NHDHR does not object to accepting Ed Conner's proposal to purchase the farm from the Department of Transportation.

Sincerely,



Elizabeth H. Muzzey  
Director, NH Division of Historical Resources  
State Historic Preservation Officer

RECEIVED  
BUREAU OF ENVIRONMENT

NOV 03 2011

NH DEPARTMENT OF  
TRANSPORTATION



# New Hampshire Fish and Game Department

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

[www.WildNH.com](http://www.WildNH.com)  
e-mail: [info@wildlife.nh.gov](mailto:info@wildlife.nh.gov)  
TDD Access: Relay NH 1-800-735-2964

November 13, 2012

Representative John Graham, Chairman  
Long Range Capital Planning and Utilization Committee  
Legislative Office Building, Room 201  
Concord NH 03301

Re: **Conner Farm Homestead**

Dear Chairman Graham:

The New Hampshire Fish and Game Department has been working closely with the NH Department of Transportation and NH Division of Historical Resources to help secure the future of the Conner Farm homestead. Because of the high cost it will take to restore the building to an inhabitable condition, the Department is in support of the price reduction from \$120,000.00 to \$10,000.00 of the property and in Mr. Conner's endeavors to restore and preserve his family homestead.

Sincerely,

Glenn Normandeau, Executive Director  
NH Fish and Game Department

GN/em

**REGION 1**

629B Main Street  
Lancaster, NH 03584-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: [reg1@wildlife.nh.gov](mailto: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](mailto: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](mailto: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](mailto:reg4@wildlife.nh.gov)

EDWARD JEWETT CONNER  
27 MAIDEN LANE, SUITE 250  
SAN FRANCISCO, CA 94108

[ejc\\_office@yahoo.com](mailto:ejc_office@yahoo.com)

FAX (415) 392-0820

May 3, 2011

George N. Campbell, Jr.  
John O. Morton Building  
P.O. Box 483, 7 Hazen Drive  
Concord, New Hampshire 03302-0483

Cc: Director Glen Normandeau, NHF&G  
Philip J. Miles, NHDOT ROW  
Betsy McNaughten, NHF&G Lands

Dear Commissioner George N. Campbell,

Last July I met Betsy McNaughten of Fish & Game at the Conner Farm in Exeter.

I had been there, as a child, staying with my grandparents every summer until I was 8. Shortly thereafter my grandfather, Arthur Jewett Conner, sold the farm. My cousin Peter C. Greer and I have visited the site almost yearly for the past 10 years. I have enclosed a copy of the family tree. We believe Cornelius Conner acquired the property in/or about 1630.

I have enclosed 3 pictures of the farm that I remembered. They were sent to me in the 40's. You will notice there is a porch as well as the barn and several out buildings, are all part of a 15 cow dairy that my grandfather operated.

As you can see my family owned the property from the early 1600's until my grandfather sold it in the 1940's. He was probably influenced by my father's death a year before he sold, and, the likelihood that I would always be in California with my mother.

I am very interested in bringing it (or a part of it) back into the Conner family. It is part of all my cousins memories (one of whom teaches at Exeter). We all cared for it and summered there as children.

I have spent my life renovating buildings, from small houses to historical office buildings and am familiar with the processes they require. I have probably been involved in 50 buildings 4 of which are on the Historical Register and another 12, or so, on local registers. I can send you a CV if you wish.

5/10/11  
DJB DS 7/10/11  
CS  
WJCC

TEL (415) 392-1072

Place look in to +  
Advise on response

**RECEIVED**  
COMMISSIONERS OFFICE

MAY 06 2011

THE STATE OF NEW HAMPSHIRE  
DEPT. OF TRANSPORTATION

Phil M. C. Good  
your thoughts? Isn't  
this in F&G's hands?  
Can you see if they  
are responsible?

5/13

I remember many of the details of the house – particularly that porch and a large rock in the rear where all the Conners carved their initials. My father carved his one afternoon there and a feeble “E” is next to it where I tried – I think I was about 6.

If I did obtain the property I would ask permission to move it to the rear of the 5 acres to accommodate a new porch and to recreate the tree entry I remember. Hopefully, newly planted trees would shade the porch again.

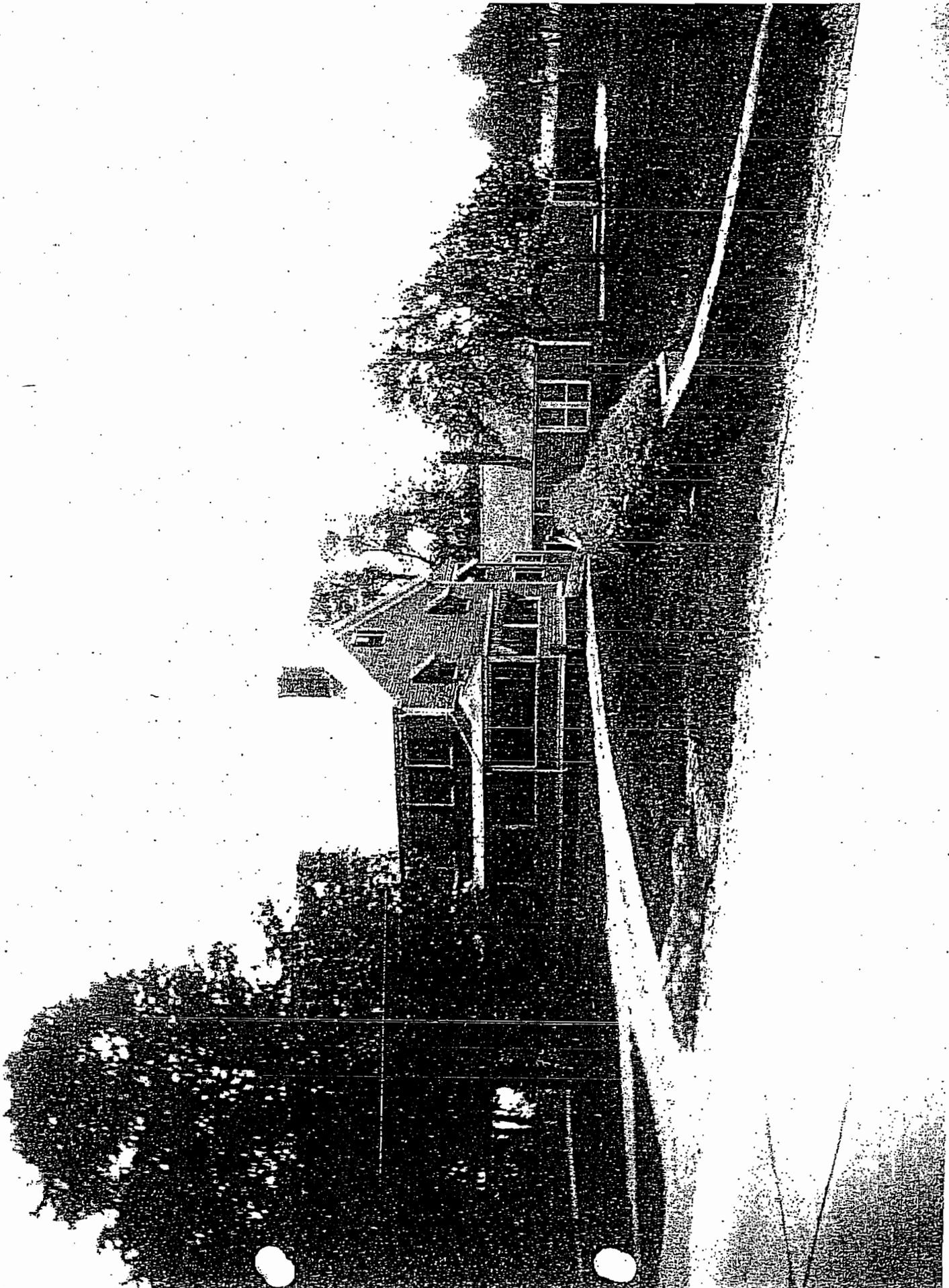
To repeat, I am most interested in restoring our family home and would be delighted to do so.

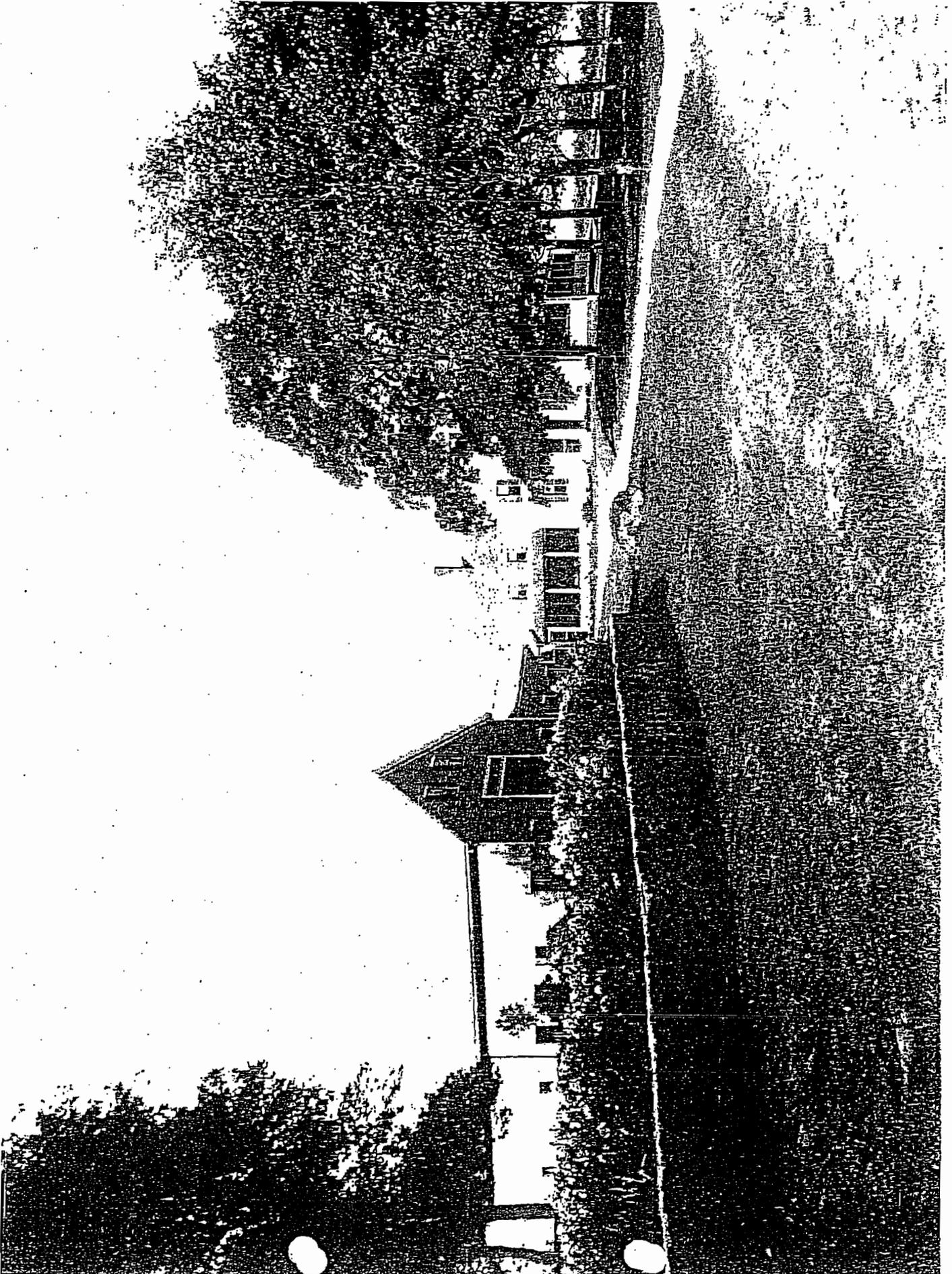
Please consider me as a potential purchaser and restorer.

A handwritten signature in cursive script, reading "Edward Jewett Conner". The signature is written in dark ink and is positioned above the printed name.

Edward Jewett Conner

Encl. 3 pictures and Family Tree





**DEPARTMENT OF TRANSPORTATION**  
**G & C Agenda**  
**April 18, 2012**  
**Statehouse**

**Approved #131** Authorize the **Bureau of Finance and Contracts** to pay Small Claims for the fourth quarter of FY 2012 for individual amounts less than \$600 for a period of April 1, 2012 through June 30, 2012. **100% Highway Funds.**

**Approved #132** Authorize the **Bureau of Finance and Contracts** to enter into a **retroactive sole source** contract with OCE North America Inc., Chicago, IL, for equipment maintenance, in the amount of \$31,009.68. (2)Further authorize to pay overage charges, if needed, at a rate of \$.01799 per sq foot for usage in excess of \$600,000 sq feet, the amount included in the base annual contract from FY 2012 and FY 2013. Effective November 1, 2011 through October 31, 2012. **100% Highway Funds.**

**Approved #133** Authorize the **Bureau of Right of Way** to sell a 6.5+/- acre parcel of State owned land located in the Town of Amherst to Terry Connor for \$200,000 plus a \$1,100 Administrative Fee. (2)Further authorize to compensate Real Living / The Norwood Group from the proceeds of the sale in the amount of \$12,000, for real estate services. Effective upon G&C approval.

**Approved #134** Authorize the **Bureau of Right of Way** to sell a State owned property improved with a single family home on an 8.17 acre parcel of land located at 30 Fitzwilliam Road in Troy to Jacob T. Whitney for \$88,000 plus a \$1,100 Administrative Fee. (2)Further authorize to compensate Better Homes and Gardens / The Masiello Group from the proceeds of the sale, in the amount of \$4,400, for real estate services. Effective upon G&C approval.

**Approved #135** Authorize the **Bureau of Right of Way** to sell a 5 +/- acre parcel of State owned land located in the Town of Exeter to Edward J. Connor or assigns for \$120,000 plus a \$1,100 Administrative Fee. Effective upon G&C approval.

**Approved #136** Authorize the **Bureau of Right of Way** to sell a three acre parcel of State owned land located in New Durham to the Town of New Durham for \$36,100 which includes a \$1,100 Administrative Fee. Effective upon G&C approval.

**Approved #137** Authorize the **Bureau of Right of way** to pay various owners \$34,730 as documented in the Contemplated Awards List for amounts greater than \$5,000 for the period extending from March 6, 2012 through March 27, 2012. Effective upon G&C approval.

**Approved #138** Authorize Turnpikes System to budget and expend additional revenue in the amount of \$500,000 from the Turnpike Fund Balance Surplus. Effective upon G&C approval through June 30, 2012. **100% Turnpike Funds.**



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Right-of-Way  
March 29, 2012

REQUESTED ACTION

Pursuant to RSA 4:39-c and RS 228:31, AUTHORIZE the Department of Transportation to sell a 5 +/- acre parcel of State owned land located in the Town of Exeter to Edward J. Conner or assigns for one hundred twenty thousand (\$120,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Funding is to be credited as follows:

04-096-096-9600015-0000-UUU-402156  
(Administrative Fee)

FY 12  
\$1,100.00

04-096-096-9600015-0000-UUU-409279  
(Sale of Land)

FY 12  
\$120,000.00

EXPLANATION

The Department of Transportation (DOT) wishes to sell approximately 5 acres of State owned land, improved with a historic two (2) story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns.

This parcel is a portion of a larger property purchased by DOT in 1988. The purchase was part of a mitigation package to satisfy requirements for permits DOT received for the construction of NH Route 101 from Epping to Hampton during the 1990s. A portion of this property was used for the Right-of-Way; the remaining 226 +/- acres are currently held in conservation and include the historic Conner farmhouse built in 1805. The requirements for this property are noted in the permit.

In 2001, DOT transferred ownership of the 226 +/- acres along with the historic Conner farmhouse, to New Hampshire Fish and Game (NHFG) by Quitclaim Deed. The property is now referred to as "Conner Farm Wildlife Management Area" under NHFG management. There is language in the Quitclaim Deed that NHFG shall not convey this property to any other person or entity and if NHFG has no further use for the property, its ownership shall be transferred to the DOT. In addition, the property, and more specifically the farmhouse, is encumbered with historic covenants held by the New Hampshire Department of Historic Resources (NHDHR).

At the time of the transfer to NHFG, it was discussed that the building could be used as offices, housing for officer trainees, an education and information center, or leased to a non-governmental organization such as the NH Audubon Society. None of these came to fruition, the house unfortunately became vandalized and stripped of its copper by thieves, and is now in disrepair.

In 2010, NHFG contacted DOT stating that the farmhouse under their ownership no longer fits into their management plan for the property and NHFG would like to subdivide out the house with approximately 5 acres of land. The 5 acres would be subdivided out of the larger property leaving NHFG with the remaining 221 +/- acres to manage for conservation. NHDHR has agreed to the subdivision and sale of the farmhouse, so long as the existing covenants remain in perpetuity on the property and building.

NHFG does not require Long Range or Governor and Council approval to transfer this property back to the DOT as it is a condition of the original transfer approved by Governor and Council on October 14, 1998 (Item # 108).

DOT does not want the 5 acres or the historic farmhouse under its control. DOT has an obligatory interest in the preservation of this property agreed to under the mitigation package when NH Route 101 was constructed. Any proceeds gained by this sale would go back to the highway fund. DOT will assist in the sale of the property to a party committed to the restoration of this historic farmhouse back to its previous condition. NHFG and NHDHR will work with the approved buyer through the subdivision process and will endeavor to ensure compliance of the preservation covenants.

A descendant of the Conner family contacted NHFG personnel expressing an interest in the purchase and restoration of the acreage and farmhouse. Mr. Edward J. Conner has been in constant communication with DOT, NHDHR and NHFG expressing his desire to purchase back the property that had been in his family since the mid 1600s.

This land was purchased by Cornelius Conner in/or around 1630 and it remained in the Conner family until Arthur J. Conner, Edward's grandfather, sold it in 1945. Edward speculates that Arthur was probably inclined to sell the property after the death of his son Frank (Edward's father) in 1944, and because Frank had moved his family to California the likelihood that the grandson would have a connection with the Conner family homestead was remote. Arthur J. Conner made an incorrect assumption.

Edward J. Conner lives in San Francisco, California and has, for many years, been renovating buildings from small houses to historical office buildings and is familiar with the processes that are required. Mr. Conner states that he is most interested in restoring the family home and would be delighted in doing so. He is planning to hire a local historic architect and a historic preservation specialist to assist him through the process.

The agencies involved, DOT, NHFG and NHDHR, have reviewed Mr. Conner's request and concur that the proposal should move forward in selling the 5 acres along with the historic Conner homestead directly to Edward J. Conner. The agencies feel that this house needs special attention due its current condition of disrepair. After discussing with Mr. Conner his heartfelt interest in this property, as well as his family connection, and experience in restoring historic properties, DOT feels that this is a win-win situation for Mr. Conner as well as the State.

Conditions of the sale would include:

- The purchaser of this parcel would at their expense have a survey plan prepared by a licensed land surveyor describing the parcel being sold. This survey will be recorded in the Rockingham County Registry of Deeds. DOT will use this survey to prepare a deed for the sale of this parcel.
- The purchaser of this parcel would at their expense construct fencing along the established subdivided boundary line that would meet the approval of the NHDHR, NHFG and DOT.
- Historic covenants would remain on the farmhouse and property. The purchaser would restore the farmhouse and property, as noted in the historic covenants that would remain on the property held and monitored by NHDHR.

For the sale of the property, a deed would be recorded in the Rockingham County Registry of Deeds transferring the property from NHFG to DOT. Immediately following, DOT will record the deed to an approved buyer of the 5 acres and farmhouse.

The transfer of this property from NHFG to DOT would only be allowed provided that DOT was to subsequently transfer the property to an approved buyer.

This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interests.

Approval of the sale of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Highway funds.

The Long Range Capital Planning and Utilization Committee at their January 31, 2012 meeting approved this request stating that the Department should enter into a direct sale with Edward J. Conner or assigns and sell this parcel for \$121,100.00, which includes an Administrative Fee of \$1,100.00.

In accordance with RSA 4:39-c, the Town of Exeter has been offered this property at the approved purchase price. They have had thirty (30) days to consider this offer and the Town of Exeter has not expressed an interest in acquiring this parcel. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D:2 and responded to the Department that they are not interested in purchasing the property.

Authorization is requested to sell this parcel to Edward J. Conner or assigns as outlined above.

Respectfully,



Glenn Normandeau  
NH Fish and Game Department  
Executive Director

Respectfully,



Christopher D. Clement, Sr.  
NH Dept. of Transportation  
Commissioner

CDC/PJM/dd  
Attachments



LRCP 12-064

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA  
Director, Audit Division  
(603) 271-2785

November 28, 2012

Charles R. Schmidt, P.E., Administrator  
Department of Transportation  
Bureau of Right-of-Way  
John O. Morton Building  
Concord, New Hampshire 03301

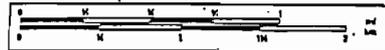
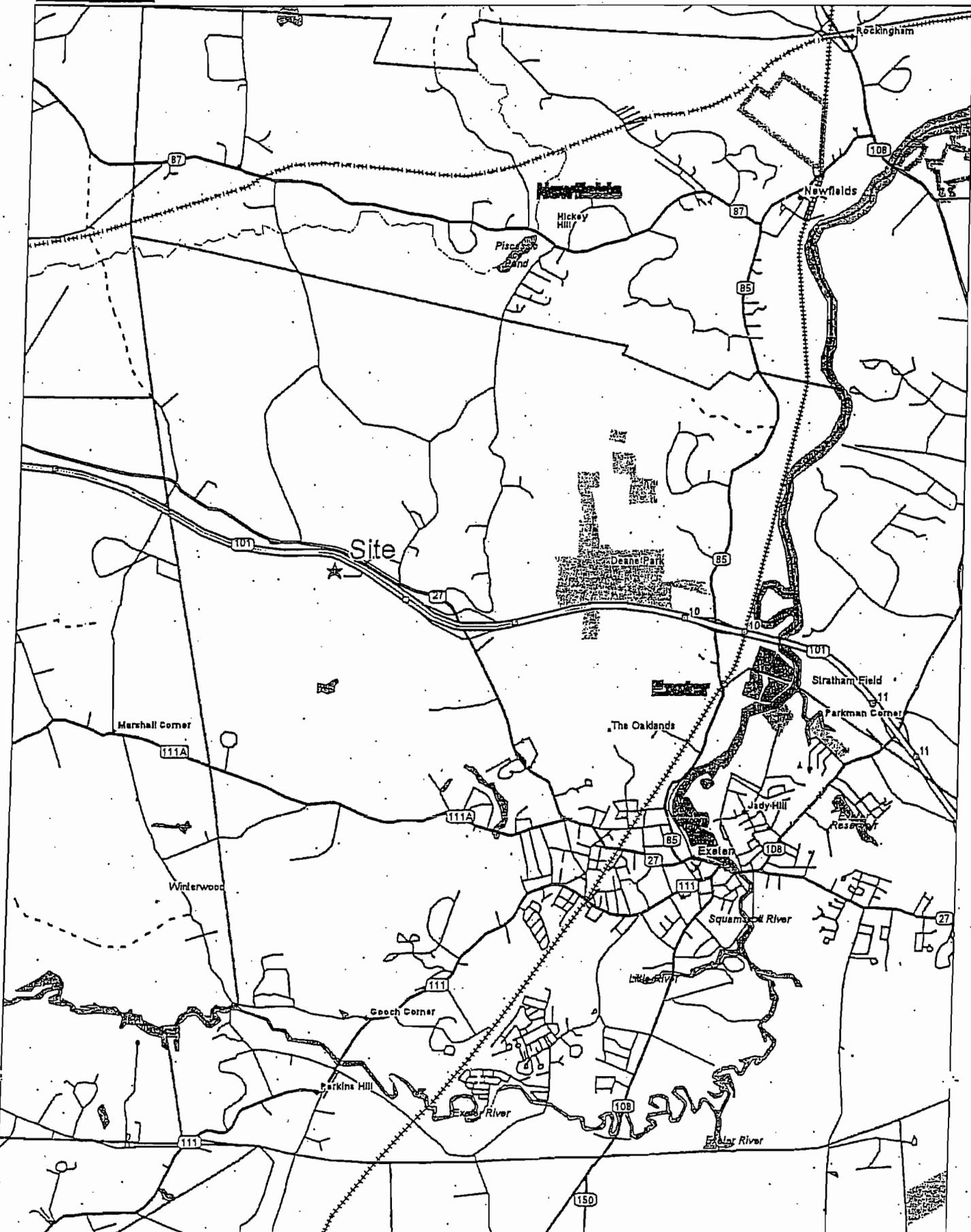
Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 27, 2012, amended and approved the request from the Department of Transportation, Bureau of Right-of-Way, to sell a 5 +/- acre parcel of State owned land improved with a historic two (2) story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns, by amending Item LRCP 11-040 (approved January 31, 2012) by decreasing the sales price from \$121,100, which included an \$1,100 Administrative Fee, to \$11,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated November 13, 2012, and to include a reversion clause, as approved by the Attorney General, that total renovations take place within 10 years of the sale date.

Sincerely,

Michael W. Kane  
Deputy Legislative Budget Assistant

JAP/pe  
Attachment





DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

FEB 07 2012

RECEIVED

LRCP 11-040

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

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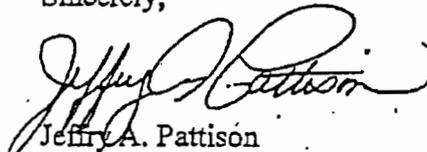
February 1, 2012

Charles R. Schmidt, P.E., Administrator  
Department of Transportation  
Bureau of Right-of-Way  
John O. Morton Building  
Concord, New Hampshire 03301

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on January 31, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to sell approximately 5 acres of State owned land, improved with a historic two (2) story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns, for \$120,000 and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the Department's request dated November 17, 2011.

Sincerely,

  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

Governor & Council Agenda

October 14, 1998

Page 2 of 2

- Approved    Item #108    Epping-Hampton, 11324A, Transfer of Conner Farm to F&G  
Ltr. dated September 9, 1998
- Approved    Item #108A    RETROACTIVE Approval Out-of-State Travel  
Ltr. dated October 6, 1998 (Marshall, Morgan)
- Approved    Item #109    Contemplated Award List (Period 9-09-98 - 9-22-98)  
Ltr. dated September 22, 1998
- Approved    Item #117    Tuition Assistance Request - Russell, Brown, Sparks  
"B" Ltr. dated September 28, 1998
- Approved    Item #118    Out-of-State Travel - Marshall, Maddali  
"Z" Ltr. dated September 22, 1998
- Approved    Item #118    Out-of-State Travel - Kenison, Murray  
"AA" Ltr. dated September 24, 1998

LATE ITEM

- Approved    Item "D"    Hillsborough, Supplemental Contemplated Award. 10440  
Ltr. dated October 12, 1998



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

(48,162 - 126)

Bureau of Right-of-Way

LEON S. KENISON  
COMMISSIONER

September 9, 1998

Her Excellency, Jeanne Shaheen, Governor  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Re: Epping - Hampton 11324A  
Transfer of historic Conner Farm from the  
Department of Transportation to the Department of Fish and Game

REQUESTED RESOLUTION

AUTHORIZED, the Commissioner of the New Hampshire Department of Transportation, to transfer all maintenance and management responsibilities associated with the historic Conner Farm and homestead in Exeter to the Department of Fish and Game to utilize the property as a wildlife management area.

EXPLANATION

In 1993 the Department of Transportation acquired the Conner Farm as part of the expansion and reconstruction of Route 101 from Epping to Hampton. In response to concerns regarding the environmental, historical, cultural, and archaeological impacts the proposed relocation and reconstruction the Route 101 project would have on the region, the Department agreed to purchase and preserve this 230± acre historic site as partial mitigation for these impacts.

During initial discussions regarding acquisition and various proposals for the Conner Farm, the New Hampshire Fish & Game Department expressed support for the acquisition and interest in their eventual management of the property. The Department of Transportation acquired the property and has continued to maintain and improve it until the adjacent highway construction was underway. A small portion of the frontage and minor easements were needed for the highway construction and have been incorporated into the design of this transportation system. The remainder of the property amounts to approximately 230± acres of agricultural land (both open fields and forested areas) and the historic farmhouse and remaining related structures.

The Department of Fish & Game recently contacted the Department of Transportation requesting that the transfer of this property be initiated. The Fish & Game Department proposes to continue development of this entire property as a Wildlife Management Area for the use, benefit, and education of the public. Any proposed uses or improvements to the property or structures will be coordinated by and the responsibility of the Fish & Game Department with input from the Department of Cultural Affairs.

Transfer of Conner Farm  
to Fish & Game  
September 9, 1998  
page-2-

With concurrence from the New Hampshire Division of Historic Resources and the Federal Highway Administration, which is providing funding for the transportation improvement project, covenants will be placed on the property prior to its transfer to ensure that the integrity of this historic resource is appropriately protected.

Since this property will still be available for the use, education, and benefit of the public, this transfer is proposed at no cost to either the Department of Transportation or the Fish & Game Department. The transfer will include the condition that should the Fish & Game Department no longer have a need for this property in the future, the property will revert to the Department of Transportation, again at no cost. All easements required for the present reconstruction of Route 101 will be reserved to the Department of Transportation.

Authorization is requested to transfer the historic Conner Farm to the Department of Fish & Game for development of this property as a Wildlife Management Area, as outlined above.

Respectfully,



Leon S. Kenison  
Commissioner

LSK/MWR

cc: Each Councilor  
T:\G&C\1998\REGULAR\CONNERFM.DOC

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, The State of New Hampshire, whose mailing address is PO Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, by the Commissioner of The Department of Transportation, pursuant to vote of the Governor and Council on October 14, 1998, (Item #108) and in accordance with the provisions of New Hampshire RSA 228:31 and 4:40 IV, for consideration paid, grants to New Hampshire Department Fish and Game, whose mailing address is 2 Hazen Drive, Concord, New Hampshire 03302 with QUITCLAIM covenants.

A certain parcel of land with buildings situated on the Southwesterly side of NH Route 101, as now travelled, in the Town of Exeter, County of Rockingham, State of New Hampshire; shown on a plan entitled "Plan of Land in Exeter, N. H. of Peter Drelick", Scale 1 inch = 100 feet, July 1978, bounded and described as follows:

Beginning at a point on the Southwesterly side line of said Road at the Northeasterly corner of the within parcel; thence running Southwesterly along an old fence at land now or formerly of B. E. and H. L. Mannion a distance of 400 feet, more or less, to land now or formerly of C. M. Dining, Inc.; thence continuing Southwesterly still partially along said fence and a stone wall still at said Dining land a distance of 1,070.52 feet, more or less, to a point at a corner of another fence; thence turning and running Southeasterly along said other fence; still at said Dining land a distance of 184.16 feet, more or less, to an iron pipe; thence turning and running Southerly still along said other fence at said Dining land a distance of 203.83 feet, more or less, to an iron rod at the boundary of land now or formerly of Kevin King, Sr. and Margaret F. (Perry) Luckey; thence turning and running Westerly along said Luckey land a distance of 2,390 feet, more or less, to an iron rod at the intersection of a stone wall with yet another fence at the boundary of said Luckey land and land now or formerly of Heifetz; thence turning and running Northwesterly and Westerly partially along said stone wall and a fence at said Heifetz land a distance of 1,735.07 feet, more or less, to a drill hole at the intersection of said fence with a stone wall at land now or formerly of Mathes; thence turning and running Northwesterly, Northerly, Northeasterly, and Northwesterly partially along said stone wall, partially along a fence, partially along another stone wall, and partially along another fence, all along said Mathes land a distance of 2,413 feet, more or less, to a drill hole in said fence at land now or formerly of Grapponi; thence turning and running Northeasterly and Northwesterly along said Grapponi land, the major part of said boundary being marked by a stone wall and an old fence a distance of 883 feet, more or less, to a drill hole set at the intersection of said fence with a stone wall at land now or formerly of Properties, Inc.; thence turning and running Northeasterly along said stone wall of Properties land a distance of 512 feet, more or less, to an iron pipe at land now or formerly of D. and B. J. Dennehy; thence turning and running Southeasterly and Easterly along said Dennehy land a distance of 267 feet, more or less, to an angle iron at the Southerly side of the aforesaid road; thence turning and running Southeasterly along said road a distance of 15.53 feet, more or less, to an iron pipe at the end of a stone wall at land now or formerly of R. W. and V. M. Chapman; thence turning and running Southwesterly, Southerly, and Southeasterly along said stone wall and said Chapman land a distance of 782.5 feet, more or less, to the intersection of said stone wall with another stone wall, thence turning and running Northeasterly along said stone wall along said Chapman land and partially along land now or formerly of R. W. and M. C. Smith a distance of 383 feet, more or less, to other land of Peter Drelick shown as Parcel A on the aforesaid plan; thence turning and running Southeasterly along said other Drelick land a distance of 715 feet, more or less, to a stone wall; thence turning and running Northeasterly along said stone wall and still along said other Drelick land a distance of 650 feet, more or less, to a point at the Southerly side of the aforesaid road; thence turning and running Southeasterly along said road a distance of 2,235 feet, more or less, to the point of beginning.

Excepting and reserving all the land necessary for NH Route 101 that lies Northeasterly of the below described lines necessary for NH Route 101, described as follows:

Line A: Being near NH Route 101 Eastbound Construction Center Line Station 889+00

Beginning at a point in the Southwesterly side line of NH Route 101, as now travelled, said point being one hundred twenty-five (125) feet Southwesterly of the NH Route 101 Eastbound construction center line as shown on a Plan of Brentwood-Exeter, NHS-STP-F-T-018-2(79), 11533 project, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds, said point also being in the division line between land of the Grantor and land now or formerly of Carl E. Bouchard and Pauline M. Bouchard, thence Southeasterly and parallel with said construction center line to a point in the division line between land of the Grantor and other land of the Grantor formerly of Richard A. Sargent and Deborah A. Sargent.

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

001102

2001 JAN -5 AM 8:47

Line B: Being near NH Route 101 Eastbound Construction Center Line Station 897+00

Beginning at a point in the above-referenced Southwesterly side line of NH Route 101, as now travelled, said point being one hundred twenty-five (125) feet Southwesterly of the NH Route 101 Eastbound construction center line said point also being in the division line between land of the Grantor and of the land of the Grantor, formerly of Richard A. Sargent and Deborah A. Sargent, thence Southeasterly and parallel with said construction center line to a point in the division line between land of the Grantor and other land of the Grantor formerly of Peter Drelick and Joel Drelick.

Line C: Being near NH Route 101 Eastbound Construction Center Line Station 916+00

Beginning at a point in the Southwesterly side line of NH Route 101, as now travelled, said point being one hundred thirteen (113) feet Southwesterly of the NH Route 101 Eastbound construction center line said point also being in the division line between land of the Grantor and other land of the Grantor formerly of Joel Drelick, thence Southeasterly and parallel with said construction center line to a point in the division line between land of the Grantor and other land of the Grantor formerly of Fleet Bank-NH.

Excepting and Reserving with the above-described land all rights of access, light, air and view over, from and to the same from the remainder of abutting lands to the new highway, excepting and reserving one (1) point of access with via the Connor Farm Access Road. No other access shall be allowed through the Limited Access Right-of-Way of NH Route 101, as now travelled.

Excepting and Reserving the right to construct and maintain slopes and embankments beyond the limits of the land described above, together with the right to construct and maintain drainage, all in accordance with the above-referenced plan.

Excepting and reserving the right of the Grantor and/or its contractors to enter said property to complete historic landscaping. Said landscaping shall be maintained by the Grantee as a condition of this transfer.

The New Hampshire Department of Fish and Game shall not convey this property to any other person or entity. If the New Hampshire Department of Fish and Game has no further use for the property its ownership shall be transferred to the New Hampshire Department of Transportation.

As a condition of this instrument, the State of New Hampshire, Department of Transportation hereby conveys the above-described property subject to the terms of the following preservation restrictions that are hereby created in said premises by the State of New Hampshire hereby reserving the following preservation restriction, under New Hampshire Revised Statutes Annotated 477:45-47, and by the State of New Hampshire and the Grantees, said Grantees hereby covenanting to abide by and enforce the following preservation restriction.

The Grantees, covenants and agrees for themselves, their heirs, administrators, successors, and assigns, by accepting this deed, that the said herein conveyed premises are and shall be subject to said following preservation restrictions and to do or refrain from doing thereon or with respect thereto all acts required or prohibited by the said following preservation restrictions.

1. Applicability: The following preservation covenants to which the herein conveyed premises are subject are as follows:
  - A. Grantor herein shall mean the State of New Hampshire by and through its Division of Historical Resources/State Historic Preservation Office, its successors or assigns.
  - B. Grantee herein shall mean the Grantee of this deed.
  - C. All preservation covenants contained herein, whether covenants, easements, or conditions shall be binding upon both the Grantor and Grantee.
  - D. The covenants specified herein shall apply to the Connor Farm Historic Area in Exeter, New Hampshire more particularly described as parcel 002 on Exeter Tax Map 4-04, containing 200.75 acres of land.

- E. The burden of these covenants shall run with the land and shall be binding upon all owners of the interest therein. The right of enforcement of these covenants by the Grantor shall be as provided in New Hampshire Revised Statutes Annotated RSA 477:45-47 (Chapter 391, Laws of 1873, and Chapter 301, Laws of 1979), as they may be amended from time to time.
2. General Intent: In the event the Grantor and Grantee have a difference of opinion about the meaning of a specific term or condition recited below, they shall be guided in interpretation by the following statements of General Intent:
- A. The purpose of the preservation covenants is to preserve and enhance the significance, integrity, architectural and historical values associated with the property and that make it eligible for the National Register of Historical Places.
  - B. All changes to the premises subject to these preservation covenants will be in the spirit of contributing to the public purpose of protecting and preserving the premises in conformance with the Standards for Review, as described below, or as required by local, state, federal legislation for the public benefit.
  - C. The preservation covenants shall only apply to the entire property. Insofar as feasible, any and all repairs, replacements, alterations and additions should be made in-kind, with forms and materials that are similar to, compatible with, or which complement the historic forms and materials; except that exterior color choices are not subject to the covenants.
3. Interpretation: In the event of a disagreement between Grantor and Grantee as to the interpretation or application of the provisions of these covenants, either party may request that the matter be submitted to binding arbitration, or in the event that either party does not wish to submit to binding arbitration, Grantor or Grantee may petition of the Merrimack County Superior Court for relief.
4. Standards for Review: The State of New Hampshire, by and through its Division of Historical Resources, shall apply the following Standards for Review in exercising any authority created by this covenant to inspect the property subject to this covenant, and to review and approve any proposed construction, alteration, remodeling, relocation of buildings, demolition, disturbance of the ground surface, or other transfer of property rights:
- A. A management plan, developed by the Grantee and the State of New Hampshire, by and through its Division of Historical Resources, summarizing actions that will be taken to implement the provisions of this covenant, updated by the Grantee on a yearly basis, and
  - B. Historic American Building Survey documentation of the farm, completed by the New Hampshire Department of Transportation in 1995 and on file with the Division of Historical Resources in Concord, New Hampshire, and
  - C. A landscape feature survey of the farm, completed by the New Hampshire Department of Transportation in 1995 and on file with the Division of Historical Resources in Concord, New Hampshire, and
  - D. The Secretary of the Interior's Standards for Rehabilitating Historic Buildings (Federal Register 60:133, July 12, 1995), as they may be amended from time to time, on file with the Division of Historical Resources in Concord, New Hampshire.

Items B and C are made a part hereof and shall constitute conclusive evidence of the appearance and condition of the property, which is not to be affected or altered except pursuant to Item #7, below, and is to be maintained and enhanced pursuant to Item #6, below.

5. Inspection and Compliance: The Grantee agrees that the State of New Hampshire, by and through its Division of Historical Resources, shall have the right to inspect the property subject to this covenant at reasonable times, to ascertain whether the terms of these preservation covenants are being met.
6. Maintenance and Administration: The Grantee is responsible for the total costs of continued maintenance, repair, and administration of the buildings and property, in a manner that complies with The Secretary of the Interior's Standards for Rehabilitating Historic Buildings (1995), so as to preserve the architectural, historical, cultural, and/or engineering integrity of its features, materials, appearance, workmanship and environment, in an effort to protect and enhance those significant characteristics that make it eligible for the National Register of Historic Places. The Grantee shall keep the property in a state of good repair and shall not allow its appearance to significantly deteriorate. Nothing herein shall prohibit the Grantee from seeking financial assistance from any sources available to the Grantee.
7. Alterations: The Grantee agrees that no construction, alteration, remodeling, relocation of buildings, demolition, disturbance of the ground surface, or other transfer of property rights shall be completed at the property without the prior written consent of the State of New Hampshire, by and through its Division of Historical resources, its successors, transferees, or assigns, except for:
  - A. ordinary repair and maintenance to conserve architectural, historical, cultural, and engineering values; or
  - B. actions required to mitigate a casualty or other emergency, promptly reported to the Division of Historical Resources, its successors, transferees, or assigns.
8. Archaeological Concerns: Should the Grantee discover any archaeological sites or artifacts during activities on the property, the Grantee and/or its contractors will stop work immediately and obtain the comment of the State Archaeologist at the NH Division of Historical Resources regarding appropriate treatment of the site. Any mitigation plans, if required, shall be approved by the NH Division of Historical Resources.
9. Exercise of Rights and Remedies: Failure of the NH Division of Historical Resources to exercise any right or remedy granted under this historic preservation covenant shall not have the effect of waiving or limiting the exercise by the NH Division of Historical Resources of any other right or remedy, or the invocation of such right or remedy, at any other time.
10. Reparability: Any portion of items of these preservation covenants found to be contrary to law shall not invalidate any other portions or items or the whole of this preservation covenant. The Grantee may, with the prior written approval of the state of New Hampshire, by and through its Division of Historical Resources, modify for good public cause any of all of the foregoing restrictions. Prior to such action, the Grantee will notify the Advisory Council on Historic Preservation of the proposed modification and allow them thirty (30) days to comment.
11. Other Conditions: This covenant is binding on the Grantee, its successors and assigns, in perpetuity. The Grantee, its successors and assigns, shall insert the stipulations contained herein verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Connor Farm Historic Area of any part thereof.

Containing two hundred twenty-six and thirty-five hundredths (226.35) of an acre, more or less, and being a portion of the real estate recorded March 19, 1993, at the Rockingham County Registry of Deeds in Book 2972, Page 2739, and all of the real estate acquired by condemnation recorded November 23, 1988, in Book 2770, Page 629.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of The Department of Transportation, duly authorization and executed this 29 day of December, in the year of our Lord, 2000.

WITNESS:

James A. Moore

THE STATE OF NEW HAMPSHIRE

Chris S. Moore  
Commissioner  
Department of Transportation  


STATE OF NEW HAMPSHIRE, Merrimack SS December 29 A.D. 2000

On this 29 day of December, 2000, before me, LINDA O'CLIFFORD, the undersigned officer, personally appeared the Commissioner of The Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The State of New Hampshire as Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Linda M. Clifford  
Notary Public/Justice of the Peace  
My commission expires: 4/1/01  