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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
**BUREAU OF TRAILS**  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us  
 WEB: www.nhtrails.org

August 27, 2013

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

**REQUESTED ACTION**

Pursuant to RSA 227-H:3, authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails to purchase 96.64 acres for an amount not to exceed \$48,300 from The Society for the Protection of New Hampshire Forest. 100% Snowmobile and OHRV Fund

Funds are available in account titled, Trail Acquisition, as follows:

	<b><u>FY 2014</u></b>
03-35-35-351510-35620000-033-509033 Land Acquisitions and Easements	<b>\$48,300</b>

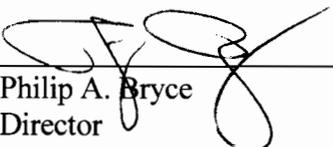
**EXPLANATION**

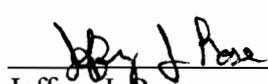
The property is located within Jericho Mountain State Park. The property has been a desired acquisition by DRED since 2006 and is also a parcel the USFS would like to see in DRED ownership. This project is a cooperative venture between DRED, the White Mountain National Forest and SPNHF and has been worked on for the past 4 years. The Forest Society is formally taking title to the property, from the WMNF, in an exchange of lands and they are then selling the parcel to DRED. The parcel is landlocked within Jericho Mountain State Park and is one of the last in-holdings within the Park.

The Attorney General's Office has approved the attached Purchase and Sales Agreement.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner





**COPY**

**COPY**

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made as of the last date set forth below (which may hereinafter be referred to as the "Effective Date") between **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS** ("Seller") having a mailing address of 54 Portsmouth Street, City of Concord, Merrimack County, State of New Hampshire 03301, and "Buyer," the **STATE OF NEW HAMPSHIRE**, acting by and through its Department of Resources and Economic Development having a mailing address of PO Box 1856, 172 Pembroke Road, Concord, Merrimack County, State of New Hampshire 03302-1856.

**WITNESSETH:**

1) Seller agrees to sell and convey, and Buyer agrees to buy all of that certain real estate parcel or area of land ("**Property**") together with any and all structures, and improvements thereon, consisting of approximately 96.64 acres situated on Jericho Mountain off Jericho Road on White Mountain National Forest, Forest Development Road 157, so-called, in the City of Berlin, New Hampshire, being all of the real property shown on the City of Berlin, New Hampshire, Tax Maps as Map 416, Lot 1, being Tract 29 b-2 of the White Mountain National Forest, and more particularly described in condemnation proceeding Civil #262 dated March 28, 1919, by which land was taken from International Paper Company by the United States, a copy of which proceeding is attached hereto and made a part hereof as Attachment A, and is believed to be recorded in the Coos County Registry of Deeds, and is also on file at the offices of the White Mountain National Forest with a mailing address of 71 White Mountain Drive, Campton, NH 03223, and as shown in a preliminary survey plan entitled "Property to be Appraised for the State of NH DRED, Owned by the White Mountain National Forest Parcel 29 b-2, Berlin, New Hampshire" on file with Buyer, and attached hereto as Attachment B. Said Property is also known as Lot 14, Range 10, in the subdivision of the City of Berlin.

2) **Purchase Price** to be paid by Buyer to Seller is Forty Eight Thousand Three Hundred Dollars (\$48,300). Purchase Price is to be paid to Seller on the date of transfer of title in the form of State of New Hampshire Treasury check.

3) **Contingencies.**

a) This Agreement is contingent upon Seller acquiring the unrestricted fee interest in the Property from the White Mountain National Forest in accordance with a certain Exchange Agreement between the White Mountain National Forest and Seller, dated August 9, 2012, and attached hereto as Attachment C. If Seller is unable to acquire the Property and so notifies Buyer in writing on or before December 29, 2013 Seller shall have the option of terminating this Agreement, or may seek to extend this date with the written agreement of Buyer. If Seller elects to terminate this Agreement or if Buyer does not consent to such a requested extension, this Agreement shall thereupon become null and void after which neither Seller nor Buyer shall have further obligation to the other under this Agreement. In the event Seller has not notified Buyer in writing of Buyer's failure to acquire the Property by the above-specified date, this Contingency shall lapse.

1400  
b) This Agreement is contingent upon Buyer securing approval by the New Hampshire Governor and Executive Council of the transaction contemplated by this Agreement, no later than thirty (30) days prior to the Transfer of Title as specified in Section 8) below or as later amended. If Buyer does not timely secure such approval, this Agreement shall thereupon become null and void after which neither Seller nor Buyer shall have further obligation to the other under this Agreement.

4) **Deed.** Seller agrees to furnish and deliver, at Seller's own expense, a duly executed, good and sufficient Warranty Deed of the Property, conveying good and clear record, marketable and insurable title thereto to Buyer, free and clear of all encumbrances not specifically excepted in this Agreement. Said deed shall be developed by Seller at its expense and describe the Property by the applicable metes and bounds as shown on the survey plan commissioned by or Buyer for the purpose of effectuating this Agreement and to be recorded with said deed.

5) **Title.** If Buyer desires an examination of title, it shall be completed within ninety (90) days of the Effective Date of this Agreement, and Buyer shall pay the cost thereof. If Buyer finds, in its sole discretion, defect(s) in the title to any of the lands which together make up the Property or encumbrances on the Property to which Buyer in good faith objects, it shall so notify Seller of that fact promptly in writing within one hundred (100) days of the Effective Date of this Agreement, failing which this right shall be waived, specifying the defect(s) to which Buyer objects. Upon receipt of such notification Seller shall within sixty (60) days thereafter remove or otherwise remedy said defect(s) to the extent practicable. If Buyer determines that the title is found not to be marketable or not clear of record or not insurable, or if Seller is unable to remove or otherwise remedy the defect(s) to which Buyer objects within said period, this Agreement may be rescinded at the option of Buyer or else Buyer may elect to accept such title as Seller can convey without diminution in the Purchase Price.

6) **Hazardous Materials.**

a) Seller warrants that during the period that Seller will own the Property, it will not be used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations. Seller further warrants that Seller has found no evidence of hazardous waste or hazardous material on or affecting said land. These warranties shall survive the closing of the transaction contemplated by this Agreement.

b) If Buyer performs an environmental assessment and finds said Property contains hazardous waste or hazardous materials to which Buyer objects, Buyer may then rescind this Agreement by so notifying Seller no later than one hundred (100) days after the Effective Date of this Agreement time being of the essence with respect thereto or else Buyer shall be deemed to have waived such objections. If such assessment is performed, Buyer agrees that qualified experts will be engaged, that Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report but not later than the above-specified date and will therewith provide Seller with a copy of said report.

7) **Notices.** Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

a) If to Buyer: NH Department of Resources and Economic Development

ATTN: Bill Carpenter  
P.O. Box 1856  
Concord, NH 03302

- b) If to Grantee: Society for the Protection of New Hampshire Forests  
54 Portsmouth Street  
Concord, NH 03301

with a copy to: Paul MacDonald, Esq.  
Ransmeier & Spellman, P.C.  
One Capitol Street  
P.O. Box 600  
Concord, NH 03302-0600

8) **Transfer of Title.** On January 31, 2014, at 2:00 p.m. (the "Closing Date") at the Coos County Registry of Deeds in Lancaster, New Hampshire, unless another time and place shall be agreed upon in writing by Seller and Buyer.

9) **Closing Documents.**

a) Seller. On the Closing Date, Seller shall deliver or cause to be delivered to Buyer each of the following:

i) a New Hampshire Warranty deed (in customary form), sufficient to transfer and convey to Buyer or the Buyer Affiliate (as defined herein) good and clear record and marketable fee title to the Property as required by this Agreement;

ii) a standard and customary title insurance affidavit as reasonably required by Buyer's title insurer;

iii) to the extent in Seller's possession, any and all surveys, site plans, engineering plans and studies, utility plans, landscaping plans, and soil tests;

iv) for Seller, a legal existence certificate, trustee's certificate, corporate resolution and/or certificate of vote, and such other evidence of Seller's power and authority as Buyer reasonably requests and in accordance with Seller's legal existence;

v) Seller's affidavit, stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and

vi) A New Hampshire Real Estate Transfer Tax Declaration of Consideration (Form CD57-S).

b) Buyer. On the Closing Date, Buyer shall deliver or cause to be delivered to Seller each of the following:

i) the Purchase Price as required pursuant to Section 2 above;

ii) executed counterparts of any other documents herein required to be signed by Buyer; and

iii) A New Hampshire Real Estate Transfer Tax Declaration of Consideration (Form CD57-P).

10) **Prorations.** Buyer shall be responsible for all taxes and special assessments as of date title is transferred to Buyer, and agrees to reimburse Seller for any such taxes and assessments that may be incurred by Seller in connection with its acquisition of the Property.

11) **Broker.** The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either Seller or Buyer. However, Seller agrees that Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

12) **Agreement Binding.** This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

13) **Liquidated Damages.** If Buyer shall default in the performance of Buyer's obligations under this Agreement, Seller may invoice Buyer for reasonable damages in full discharge and satisfaction of Buyer's obligations hereunder. If Seller shall default in the performance of Seller's obligations hereunder, Buyer may enforce its rights at law and in equity, which include, without limitation, the right of specific performance.

14) **Prior statements; Amendment of Agreement.** All prior negotiations, representations, statements, and agreements, whether oral or written, or expressed or implied, heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf. The parties hereto acknowledge and agree that this Agreement may be amended only pursuant to a written agreement executed by the parties hereto with all the formalities hereof.

15) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New Hampshire.

16) **Additional Provisions.**

a) Buyer, its agents, employees, and contractors, may, with permission of the White Mountains National Forest, enter the Property for purposes of making measurements, surveys and environmental assessments, determination of fair market value, and generally examining the premises at Buyer's sole risk and expense.

b) The Property is currently owned by the White Mountains National Forest and is not subject to current use taxation under the provisions of RSA 79-A, as amended.

c) Neither this Agreement nor any interest hereunder shall be assigned or transferred by Seller, but may, with prior written notice to Seller, be assigned or transferred by Buyer to any entity (a "Buyer Affiliate"). As used in this Agreement, the term "Buyer" shall be deemed to include any Buyer Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

d) This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

WITNESS the signatures of the above parties as of the dates set forth below.

**SOCIETY FOR THE PROTECTION OF  
NEW HAMPSHIRE FORESTS, Seller**

Michael J. Zell  
Witness

By: Susanne Kibler-Hacker,  
Susanne Kibler-Hacker, Seller

6-18-2013  
Date

Its Assistant Treasurer  
Duly authorized

**NH DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT**

Linda Curran  
Witness

By: Jeffrey J. Rose,  
Jeffrey J. Rose

6/19/13  
Date

Its Commissioner  
Duly authorized

Approved as to form, substance and execution by the Office of the Attorney General:

6/20/13  
Date

Patrick J. Queenan  
Patrick J. Queenan  
Civil Bureau Attorney - Attorney General  
of the State of New Hampshire

This conveyance to the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council on \_\_\_\_\_, Agenda Item \_\_\_\_\_.

**Attachment A**

**(Source Deed)**

*Purchase*  
*International Paper Co. # 29 b.*

SEP 7 1918

UNITED STATES OF AMERICA  
IN  
THE DISTRICT COURT OF THE UNITED STATES  
FOR THE  
DISTRICT OF NEW HAMPSHIRE  
No. 262, Law

UNITED STATES OF AMERICA

44,973.88 ACRES OF LAND, IN COOS COUNTY, NEW HAMPSHIRE, INTERNATIONAL PAPER COMPANY, A CORPORATION, AND GEO. H. VANDYKE, AND OTHERS, AND EDWARD E. TIBBETTS AND SARA TIBBETTS AND OTHERS.

PETITION FOR CONDEMNATION.

[Filed July 26, 1918.]

*To the Honorable Edgar Aldrich, Judge of the District Court for the District of New Hampshire:*

The petition of the United States brought by Fred H. Brown, United States Attorney for said District of New Hampshire, acting under the instructions of the Attorney General and at the request of the Secretary of Agriculture, respectfully shows as follows:

1.

That, by an Act of Congress approved August 1, 1898, (35 Stat. L. 357), it is provided:

"That in every case in which the Secretary of the Treasury, or any other officer of the Government has been, or hereafter shall be, authorized to procure real estate for the erection of a public building or for other public uses, he shall be, and hereby is, authorized to acquire the same for the United States by condemnation; under judicial process;

DESCRIPTION OF THE BOUNDARY  
 OF THE  
 INTERNATIONAL PAPER COMPANY TRACT  
 (29b-2)  
 LOT 14, RANGE 10, BERLIN TOWNSHIP  
 COOS COUNTY, NEW HAMPSHIRE

This tract lies on the headwaters of Jericho Creek,  
 a tributary of the Androscoggin River.

All bearings in this description were turned from  
 the true meridian.

BEGINNING at Corner 1, the NW corner of Lot 14, a  
 4" x 4" x 24" post in a mound of stones, scribed  
 I 1 L 14 on east, L 15 on west, R 9 on north,  
 R 10 on south.

Chains

Thence N 88° 15' E

*34.897*  
*Replaced 5-13-33*  
*marked as*  
*T. E. Hale*

Corner 2, the NE corner of Lot 14, a 4" x 4" x 24"  
 post in a mound of stones, scribed I 2 L 13 on  
 east, L 14 on west, R 9 on north, R 10 on south.

Thence S 20° 00' W

8.00 Jericho Creek flows east.

30.00 Corner 3, the SE corner of Lot 14, a 4" x 4" x 24"  
 post in a mound of stones, scribed I 3 L 15 on east, L

~~14 on west, R 10 on north, R 11 on south.~~

Chains

Thence S 88° 15' W

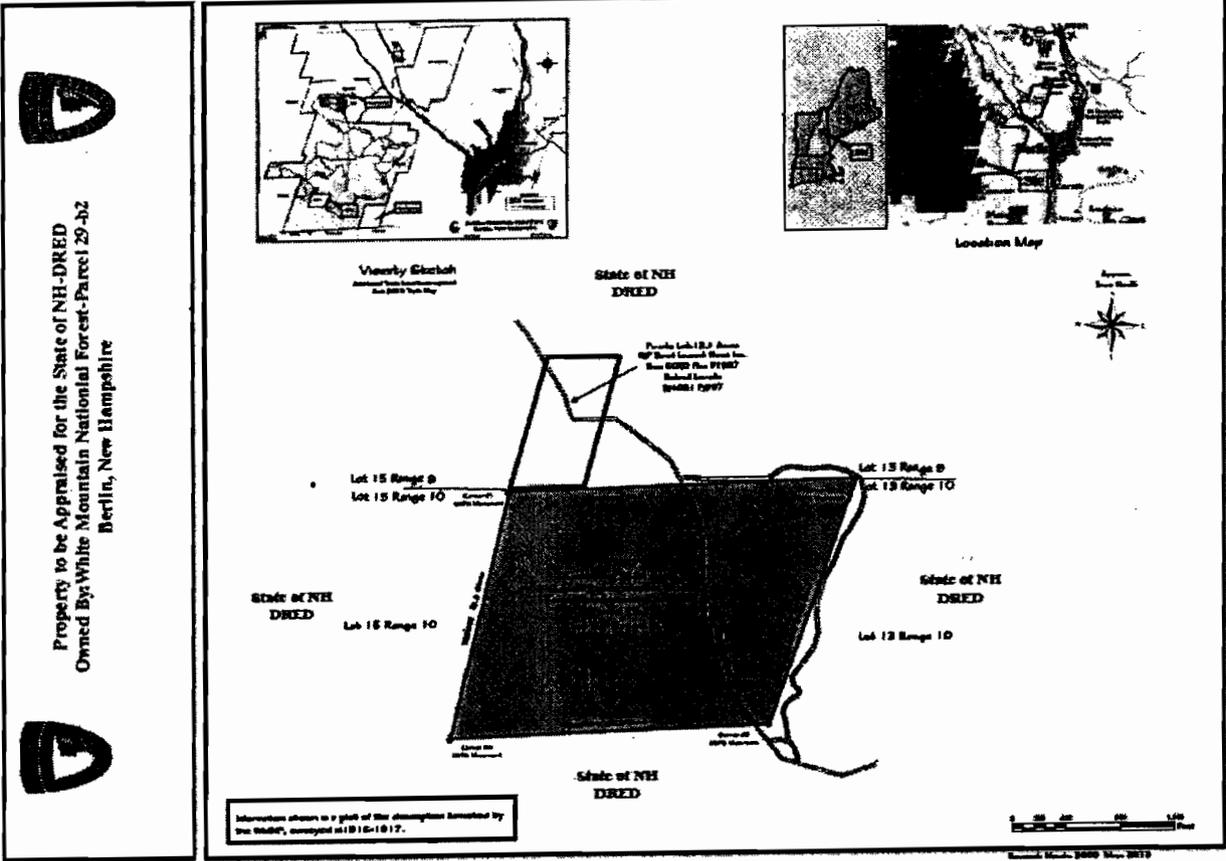
34.80 Corner 4, the SW corner of Lot 14, a 4" x 4" x 24" post in a mound of stones, scribed I 4, L 14 on east, L 15 on west, R 10 on north, R 11 on south.

Corner 68 of the International Paper Company tract (29b) bears S 88° 15' W 23.50 chains distant.

Thence N 20° 00' E

29.80 The place of BEGINNING, containing 96.64 acres, be the same more or less.

# Attachment B Preliminary Plan



## Attachment C Exchange Agreement

### EXCHANGE AGREEMENT

OMB No. 0596-0105

This Exchange Agreement, made this 9<sup>th</sup> day of August, 2012, between The Society for the Protection of New Hampshire Forests, whose address is 54 Portsmouth Street, Concord, New Hampshire 03301, hereinafter referred to as the non-Federal party, and the United States of America, acting by and through the Forest Service, Department of Agriculture, in consideration of the appraisals by the parties hereto of the land or interest in land herein described and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree as follows:

#### WITNESSETH:

Pursuant to the Act of March 1, 1911, as amended ( 16 U.S.C. 516), the Act of October 21, 1976 (42 U.S.C. 1716) and the Act of August 20, 1988 ( 43 U.S.C. 1716) the non-Federal party does hereby agree to convey to the United States of America the real property described in Schedule A, attached hereto and made a part hereof, and in addition thereto, pay the sum of Nine Thousand Three Hundred and 00/100 dollars (\$9,300.00) to the United States of America in order to equalize values pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716). In exchange therefore, the United States of America agrees to convey to the non-Federal party by exchange deed issued by the Department of Agriculture, the real property described in Schedule B, attached hereto and made a part hereof. The agreed to values for this exchange are:

Property of the United States:	\$48,300.00
<del>Property of the non-Federal party:</del>	<del>\$39,000.00</del>
Cash Equalization due to the USA \$	9,300.00

First, the non-Federal party agrees to convey by Warranty Deed in accordance with Department of Justice Standards when requested by the Forest Service, the lands or interest in lands described in Schedule A to the United States of America and its assigns, together with necessary documents required to convey good title, free from all encumbrances except those set forth in Schedule A.

Second, the non-Federal party agrees to deliver all necessary documents to the Forest Supervisor, White Mountain National Forest, who will act as escrow holder or in the alternative to Attorney J. Kristen Gardiner, who shall act as escrow holder.

Third, the non-Federal party agrees to furnish title evidence on the real property described in Schedule A in a form satisfactory to the Office of the General Counsel of the United States Department of Agriculture.

Fourth, the non-Federal party agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule A.

When title is acceptable to the Forest Service, the United States of America agrees to convey by Exchange Deed the real property described in Schedule B, subject to any encumbrances noted therein.

The United States of America agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule B.

Both parties agree not to do, or suffer others to do, any act by which the value of the real property which is the subject of the exchange agreement may be diminished or further encumbered. In the event any such loss or damage occurs from any cause, including acts of God, to the real property described in Schedules A and B, prior to execution of deed or issuance of Exchange Deed, either party may refuse without liability to complete the exchange.

Each party to this exchange agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse without liability, to complete the exchange (see Attachment A).

This exchange is subject to a 45-day administrative review of the decision.

This agreement will be terminated in the event that either party cannot convey good and sufficient title to the real property agreed to be exchanged.

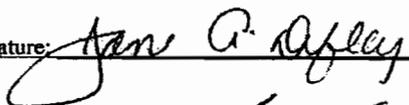
This agreement is legally binding on all parties, subject to the terms and conditions herein and may only be amended or terminated by mutual consent.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

IN WITNESS WHEREOF, the non-Federal party and the Forest Supervisor, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this 9th day of AUGUST, 2012.

NON-FEDERAL PARTY:

By: Jane Difley

Signature: 

AUTHORIZED OFFICER FOREST SERVICE  
U.S. DEPARTMENT OF AGRICULTURE

By: Thomas G. Wagner

Signature: 

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



File Code: 5430  
Date: March 11, 2013

Dear Interested Citizen:

This letter documents my decision for the **Bartlett Mountain Land Exchange** in the towns of Berlin and Bartlett, Coos and Carroll Counties, New Hampshire. This letter includes a description of the land exchange, background and rationale for my decision, and additional details on the environmental analysis completed for the decision.

**Decision to be Implemented**

I have decided to approve the exchange of two individual tracts of land: one National Forest System (NFS) parcel in Berlin, NH and one parcel owned by the Society for Protection of New Hampshire Forests (Forest Society) in Bartlett, NH. Table 1 and enclosed maps provide brief descriptions and locations of these tracts.

**Table 1: Description of Parcels to be Exchanged**

Current Landowner	Acres	Location	Description	Future Landowner
WMNF—Jericho Tract	96.6 +/-	Northern slope of Black Crescent Mountain in Berlin, NH	Inholding within Jericho Mountain State Park	Forest Society (with subsequent sale to State of NH)
Forest Society—Cassidy Tract	76.5 +/-	Northern slope of Bartlett Mountain in Bartlett, NH	Bordering WMNF, State Forest and Forest Society lands	WMNF

**Background and Rationale for Decision**

This land exchange is the result of consideration by an interdisciplinary team and collaboration with two of our local land management partners, the Forest Society and the State of NH Department of Resources and Economic Development (DRED). This land-for-land exchange will be conducted pursuant to the Weeks Act of 1911, the Federal Land Policy and Management Act of 1976, and the Federal Land Exchange Facilitation Act of 1988.

*Equal Value Statement*

Appraisal reports for the White Mountain National Forest (WMNF) parcel located in the Town of Berlin, and for the Forest Society property located in the Town of Bartlett were prepared by a licensed Qualified Appraiser of the USDA Forest Service. These values were agreed to by both



parties in a signed Exchange Agreement dated August 9, 2012. The agreed to values for this exchange are:

WMNF Parcel:	\$48,300.00
Forest Society Parcel:	<u>\$39,000.00</u>
Cash Equalization due to the USA:	\$ 9,300.00

#### *Public Interest Determination*

The proposed land exchange will meet WMNF goals and objectives as described in the Forest Plan. This exchange will consolidate NFS lands in order to facilitate land protection, enhance public benefits, and improve management effectiveness (Forest Plan, p. 1-6). It also fulfills the land adjustment criteria identified in the Forest Plan (p. 2-9).

By consolidating NFS lands, this proposal will eliminate the need for Federal maintenance of four boundary corners and approximately 1.6 miles of boundary line on the Jericho parcel. It will eliminate the need for maintenance of three boundary corners and at least one mile of boundary line on the Bartlett parcel. This will improve management efficiency and reduce maintenance costs.

The lands proposed for exchange have similar attributes to adjacent lands. The Cassidy Tract is adjacent to lands designated as Management Area (MA) 2.1 (General Forest Management) and 6.3 (Semi-primitive winter motorized recreation) lands; it is expected that the newly acquired federal lands will retain the MA of these adjacent lands.

As described in the WMNF land adjustment criteria, lands may be considered for conveyance or exchange if they are no longer needed or suitable to meet the goals and objectives of a management area and serve a greater public need in state, county, town, or other federal agency ownership. The Jericho parcel is isolated from any other NFS or federal lands. It is a small (less than 100 acre) parcel entirely within the greater boundary of a large (greater than 7,200 acre) state park, and is not reasonably manageable as part of the White Mountain National Forest. It serves a greater public need as an addition to the state park and will be managed according to NH State Park goals and objectives.

The proposed land exchange will produce other public benefits. In particular, it will:

- Protect high elevation, largely undisturbed wildlife habitat on Bartlett Mountain, including habitat for wide-ranging mammals such as bear and moose, both of which are present on the parcel, as well as protect uncommon rocky ridge habitat;
- Provide additional protection to the East Branch of the Saco watershed by protecting the headwaters of Wilson Brook;
- Protect and ensure public access to Merriman State Forest, WMNF and land protected by the Forest Society by creating a continuous corridor of protected land running from Hurricane Mountain Road up the trail to Kearsarge North, across Bartlett Mountain and along the Town of Bartlett right-of-way to East Branch Road in Intervale, NH;
- Promote multiple, but differing, uses of both the WMNF and Jericho Mountain State Park by allowing for consistent land management activities across the landscape.

I find that the resource values and the public objectives served by the non-Federal lands equal or exceed those served by the lands to be conveyed, and the intended use of the conveyed Federal land will not substantially conflict with established management objectives on adjacent Federal lands.

#### *Other Alternatives Considered*

Other alternatives were considered for this exchange, including “no action” and a direct purchase of the Cassidy Tract. I did not choose the “no action” alternative because there is no legal authority to convey lands that were acquired for natural resource management purposes other than the land exchange authority. This land is isolated and difficult to manage as a National Forest inholding within a state park and would serve the public better as part of the state park.

While I could have pursued a direct purchase of the Forest Society property with Land and Water Conservation Fund (LWCF) dollars, the WMNF would be left with an isolated and difficult to manage inholding with no authority to convey or sell. In addition, Land and Water Conservation funding for acquisitions is limited and the Forest Society parcel would be difficult to prioritize above other local and national projects. This exchange enables the WMNF to exchange out of the isolated Federal property, requires no LWCF monies, and returns to the US Treasury a cash equalization payment of \$9,000. I conclude that this land exchange best meets the public interest, Forest Plan direction and WMNF land adjustment criteria.

#### *Confirmation That There Are No Outstanding Interests or Reservations*

A commitment for title insurance issued by Old Republic National Title Insurance Company dated September 29, 2010 indicates there are no outstanding rights or reservations encumbering the Forest Society property. This commitment will be updated prior to closing to ensure no new encumbrances have occurred since 2010. The title insurance policy will not contain exceptions for outstanding rights or reservations.

The NFS property was acquired through federal condemnation proceedings in 1916 during which all outstanding rights associated with the property were extinguished. No reservations were reserved by the grantor.

#### **Rationale for Categorically Excluding this Decision**

Decisions may be categorically excluded from documentation in an Environmental Assessment or Environmental Impact Statement when they are within one of the categories identified under 36 CFR 220.6 (d) or (e) and there are no significant issues or extraordinary circumstances. I have determined that this project falls within the category under 36 CFR 220.6(d)(7): *Sale or exchange of land or interest in land and resources where resulting land uses remain essentially the same*. This category is appropriate because both parcels will remain in public ownership, will be used primarily for recreation, and will remain forested components of the landscape.

The following resource conditions were evaluated for extraordinary circumstances:

*Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service sensitive species:* Biological Evaluations (BEs) were completed by WMNF Biologists Kathy Starke and Lesley

Rowse in 2010. These BEs were prepared in accordance with direction provided in the USDA Forest Service (USFS) Manual 2672.42 and Section 7 of the Endangered Species Act (ESA). They address potential effects of the proposed land exchange in the towns of Bartlett and Berlin on federally endangered, threatened, proposed and Regional Forester Sensitive Species (TEPS) that may occur within the two parcels. Federally endangered and threatened species are those determined for eligibility based on guidelines listed by the US Department of Interior Fish and Wildlife Service (USFWS) under Section 4 of the ESA. BEs for both tracts conclude that there will be no impact to any TEPS species as a result of this land exchange.

*Floodplains, wetlands, or municipal watersheds:* The Forest Soil Scientist inspected and evaluated both Federal and non-Federal tracts for wetlands and floodplains and completed a wetlands report in November, 2010 in accordance with Executive Orders 11990 and 11988 (FSM 2527). There are no floodplains in either parcel proposed for exchange. The Cassidy Tract contains one small (0.3 acre) wetland; therefore there would be a net gain to the WMNF of approximately 0.3 acres of seasonal wetlands as a result of the exchange. The Jericho Tract contains an approximately 300 foot section of an unnamed intermittent headwater stream. The stream originates on private lands, passes through the Federal parcel, and continues on private lands. The Jericho Tract does not contain wetlands.

*Congressionally designated areas, such as wilderness, wilderness study areas, or national recreation areas:* None of the parcels are located in or near any congressionally designated areas, such as Wilderness, Wilderness Study Areas or National Recreation Areas. This project would not affect any of these areas.

*Inventoried roadless areas (IRA) or potential wilderness areas:* Neither of the parcels is located in or adjacent to any IRAs. This project would not affect any area included in a roadless inventory.

*Research Natural Areas:* There are no Research Natural Areas in or near the two parcels. This decision will not affect Research Natural Areas.

*American Indian and Alaska Native religious or cultural sites:* This decision complies with the Native American Graves Protection and Repatriation Act. Surveys were conducted for Native American religious or cultural sites that might be affected by this decision. No Native American sites will be affected by this decision. Consultation occurred with the State Historic Preservation Office (SHPO) and they concurred with our findings.

*Archaeological sites and historic properties or areas:* This decision complies with the National Historic Preservation Act and the Archaeological Resources Protection Act. Surveys were conducted for archaeological sites and historic properties or areas that might be affected by this decision. No cultural resources or historic sites will be impacted by this proposed land exchange. Consultation occurred with the SHPO and they concurred with our findings.

As described above and in the record, this project is consistent with the WMNF Forest Plan, the National Forest Management Act, and other applicable laws and regulations.

## Public Involvement

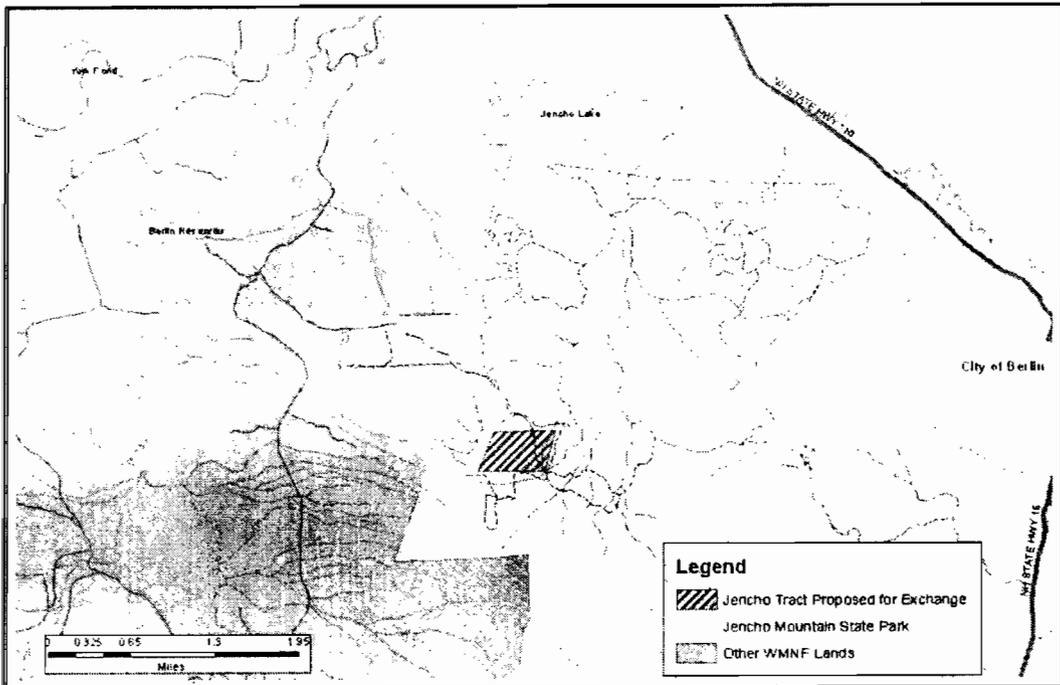
This project was listed on the quarterly WMNF Schedule of Proposed Actions (SOPA) beginning in October 2010. Public involvement also included meetings with local town officials, representatives from the State of NH Department of Resources and Economic Development and the Forest Society. Information on this project was provided to all individuals who expressed an interest, and a 'Notice of Exchange Proposal' was published in the *New Hampshire Union Leader* on November 26 and December 6, 10 and 17, 2012.

This decision is not subject to appeal pursuant to 36 CFR 215. This decision may be implemented immediately; the land exchange is expected to be completed in the summer of 2013.

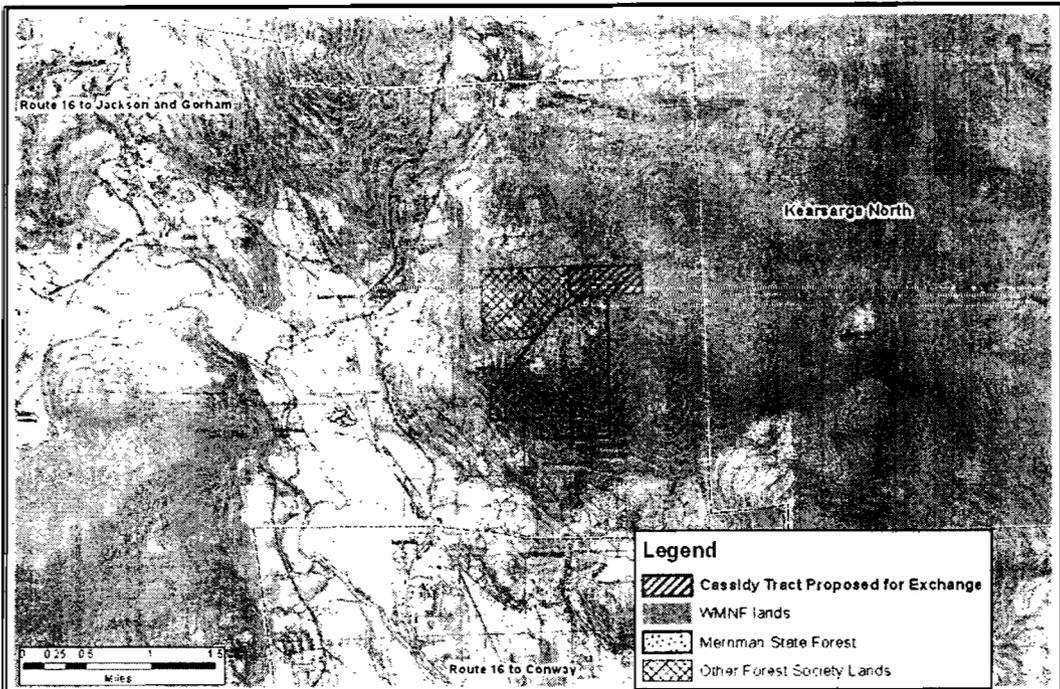
Additional information about this proposal is available at: <http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=34055> or you may contact Kori Marchowsky at 603-536-6108 or [kmarchowsky@fs.fed.us](mailto:kmarchowsky@fs.fed.us).

Sincerely,

*/s/ Thomas G. Wagner*  
THOMAS G. WAGNER  
Forest Supervisor



**Bartlett Mountain Land Exchange  
Jencho Tract (WMNF) Proposed for Exchange  
Berlin, NH**



**Bartlett Mountain Land Exchange  
Cassidy Tract (Forest Society) Proposed for Exchange  
Bartlett, NH**





File Code: 5410

Date: February 15, 2012

Route To: Craig Young, Lands Program Manager

Subject: Bartlett Mountain Land Exchange  
Federal Land Appraisal

To: Forest Supervisor, White Mountain National Forest

Case File Tracking No.	FS-11-0922-0016
National Forest	White Mountain
Project Name	Bartlett Mountain
Tract Number or Case Number	Tract #2016
Case Type	Land Exchange

Enclosed is my review of the appraisal of the **federal land** considered for exchange as prepared by Sandy Peterson, Qualified Appraiser of the USDA Forest Service, Florence, Wisconsin. The original appraisal report is available upon request for your use during case processing.

As a result of my review I approve agency use of the appraisal report that concludes a market value of \$500 per acre or \$48,500 for the 96.64-acre property, subject to survey. The date of value is August 12, 2011.

The appraisal was prepared under the **extraordinary assumption** that the property is unaffected by hazardous material or petroleum products. It was also appraised under the **hypothetical condition**, that on the date of value, the property was in private ownership and available for sale in the open market.

**Please note that the approval is valid through August 11, 2012.** If there are any changes in the estate or the acreage indicated please provide me with that information. The appraisal review report is only valid for the estate and acreage described in the report.

As requested, the appraisal is stated as both a per-acre value and as a total value. You should option the property on the basis of the per-acre value. If, as a result of survey, the acreage changes but remains within the range of acreage stated by the appraiser, I will prepare a supplemental review using the new acreage and the per-acre value to establish a new total value. If the acreage and boundary do not change, the total value will apply.

Copies of appraisal reports or appraisal review reports, including portions of reports, shall not be released to anyone outside of the Agency except through the Freedom of Information Act (FOIA) process, or to anyone internally without the written consent of the assigned review appraiser. If an external request for appraisal information is made, that request shall be forwarded to the Regional Office in the form of a FOIA request. Only the Regional Director of Lands may release appraisal or appraisal-related information.

*Teresa M. DeMuri*

TERESA DeMURI  
Qualified Review Appraiser

Cc: S.Waller, Acting Regional Appraiser







File Code: 5410  
Route To: Craig Young, Lands Program Manager

Date: February 16, 2012

Subject: Bartlett Mountain Land Exchange  
Nonfederal Land Appraisal

To: Forest Supervisor, White Mountain National Forest

Case File Tracking No.	FS-11-0922-0016
National Forest	White Mountain
Project Name	Bartlett Mountain
Tract Number or Case Number	Tract #2016
Case Type	Land Exchange

Enclosed is my review of the appraisal of the **nonfederal land** considered for exchange as prepared by Sandy Peterson, Qualified Appraiser of the USDA Forest Service, Florence, Wisconsin. The original appraisal report is available upon request for your use during case processing.

As a result of my review I approve agency use of the appraisal report that concludes a market value of \$510 per acre or \$39,000 for the 76.5-acre property, subject to survey. The date of value is August 11, 2011.

The appraisal was prepared under the **extraordinary assumption** that the property is unaffected by hazardous material or petroleum products.

**Please note that the approval is valid through August 10, 2012.** If there are any changes in the estate or the acreage indicated please provide me with that information. The appraisal review report is only valid for the estate and acreage described in the report.

As requested, the appraisal is stated as both a per-acre value and as a total value. You should option the property on the basis of the per-acre value. If, as a result of survey, the acreage changes but remains within the range of acreage stated by the appraiser, I will prepare a supplemental review using the new acreage and the per-acre value to establish a new total value. If the acreage and boundary do not change, the total value will apply.

Copies of appraisal reports or appraisal review reports, including portions of reports, shall not be released to anyone outside of the Agency except through the Freedom of Information Act (FOIA) process, or to anyone internally without the written consent of the assigned review appraiser. If an external request for appraisal information is made, that request shall be forwarded to the Regional Office in the form of a FOIA request. Only the Regional Director of Lands may release appraisal or appraisal-related information.

TERESA DeMURI  
Qualified Review Appraiser

cc: S.Waller, Acting Regional Appraiser



