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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

November 5, 2018

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

REQUESTED ACTION

Pursuant to RSA 216-A:3 and RSA 227-H:3, I, authorize the Department of Natural and Cultural Resources (DNCR) to acquire fee title to 33.40 +/- acres in the Town of Warner, New Hampshire from Lawrence Tusoni at the fair market value of \$40,000 upon Governor and Executive Council approval.
50% Federal and 50% Agency Income

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-351510-37010000 Parks Administration 033-500150 Land Acquisition and Easement	\$20,000
03-35-35-351510-37170000 LW Conserve Fund Grants 033-500150 Land Acquisition and Easement	\$20,000

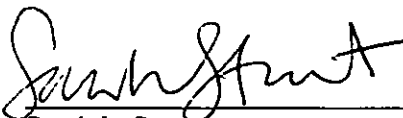
EXPLANATION

DNCR proposes to purchase 33.40 +/- acres for \$40,000, which is the fair market value as determined by a New Hampshire certified general appraiser and as approved by a review appraiser. Funding is available through a Land and Water Conservation Fund (LWCF) grant, which requires 50% matching funds that are provided from DNCR agency income. This acquisition will add additional acreage to the Kearsarge State Forest/Rollins State Park properties in Warner. This parcel is bordered on three sides by DNCR land and the permanent protection of this property will conserve important working forest and recreational resources.

Attached is an executed purchase and sales agreement approved as to form, substance and execution by the NH Department of Justice (DOJ), a statement of value letter from the appraiser, and a locus map. Final closing shall be subject to the terms of the purchase and sales agreement and final approval of the warranty deed as to execution by DOJ.

Respectfully Submitted,

(LW)


Sarah L. Stewart
Commissioner

PURCHASE AND SALE AGREEMENT

Lawrence Tusoni, PO BOX 934, Angels Camp, CA, 95222("SELLER") agrees to sell, and the State of New Hampshire, through its Department of Natural and Cultural Resources, of 172 Pembroke Road, Concord, New Hampshire 03301 ("BUYER") agrees to purchase certain property on the terms and conditions set forth below:

1. **PROPERTY:** The property to be conveyed is a certain tract or parcel of approximately +/- 33.40 acres of undeveloped land, identified on the Town of Warner Tax Maps as Map 21 Lot 8-2 ("the PROPERTY"), currently owned by Lawrence Tusoni which is located on the south side of Kearsarge Mountain Road, and abutting Kearsarge Mountain State Forest in the Town of Warner, NH. The SELLER'S source of title is recorded at the Merrimack County Registry of Deeds at Book 1782, Page 1004.
2. **PURCHASE PRICE:** With full knowledge of an appraisal report dated June 20, 2018 (with corrected pages added on July 21, 2018), prepared by Scot D. Heath, that reports the "Market Value" of the Property to be \$40,000 on June 6, 2018, the SELLER hereby agrees to sell, and the BUYER hereby agrees to purchase the Property at the purchase price ("PURCHASE PRICE") of Forty thousand dollars (\$40,000) to be paid by the BUYER to the SELLER by a State of New Hampshire Treasurer's check at the closing.
3. **TITLE AND DEED:** The SELLER shall convey the PROPERTY to the BUYER by warranty deed, conveying good and clear record and marketable title thereto, free and clear from all liens and encumbrances.
4. **CLOSING:** A warranty deed shall be delivered and exclusive possession shall be given to the BUYER, and the BUYER shall tender the Purchase Price to the SELLER, no later December 31, 2018. The date, time and location of the closing shall be mutually agreed to by the SELLER and the BUYER.
5. **REAL PROPERTY AND TRANSFER TAXES:** The BUYER is exempt from the real estate transfer tax under RSA 78-B and the SELLER is responsible for payment of property taxes for the 2018 tax year.
6. **EXAMINATION OF TITLE AND ENVIRONMENTAL ASSESSMENT:** If the BUYER desires an examination of title or environmental assessment, it shall bear the cost therefor. If, upon examination of title or environmental assessment, it is found that title is not marketable or environmental issues detrimental to the BUYER, this Purchase and Sale Agreement ("AGREEMENT") may be rescinded at the option of the BUYER.
7. **CONDITIONS PRECEDENT:** The SELLER understands that the BUYER must secure the approval to purchase the PROPERTY from the Legislative Fiscal Committee, and the Governor and Executive Council prior to the closing. If the BUYER perceives any time before closing that it will need additional time in order to complete any necessary approval process, it shall notify the SELLER in writing of the remaining approvals necessary and the expected time frame in which such approvals can be reasonably obtained. The SELLER shall grant all reasonable requests for extensions of time by the BUYER.
8. **RISK OF LOSS:** Risk of loss relative to any damage or loss to the PROPERTY shall be on the SELLER until closing. In case of loss, any sums recoverable from insurance shall be paid or assigned at the Closing to the BUYER.
9. **TIME:** Time is of the essence for all dates and time periods in the Agreement.

10. DEFAULT: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.
11. NOTICES: All notices shall be sent to the parties at their addresses set forth above. Any press release regarding this transaction shall be first approved by the SELLER.
12. MERGER: All representations, statements and agreements made by and between the BUYER and the SELLER are merged in the Agreement which alone fully and completely expresses their respective rights and obligations.
13. GOVERNING LAW: The AGREEMENT is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.
14. COUNTERPARTS: The AGREEMENT may be executed in two (2) or more counterparts, all of which shall constitute but one (1) Agreement.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 17 day of SEPTEMBER, 2018.

SELLER

Lawrence Tusoni

Donna Koplen
Witness

By: Lawrence Tusoni 9/17/18
Lawrence Tusoni Date

BUYER

State of New Hampshire

Sarah L. Stewart 9/27/18
Sarah L. Stewart Date

Commissioner

Department of Natural and Cultural Resources

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

Jill Perlow 10/1/18
Jill Perlow Date
Associate Attorney General

Heath Appraisal Services

140 SECOND NEW HAMPSHIRE TURNPIKE NORTH
FRANCESTOWN, NH 03043

SCOT D. HEATH
(603) 588-3020
FAX (603) 588-3048

June 20, 2018

Robert Spoerl, Land Agent
State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, New Hampshire 03301

RE: Approximately 33.40± acres vacant land, located on Kearsarge Mountain Road,
Warner, New Hampshire; property of Lawrence Tusoni.

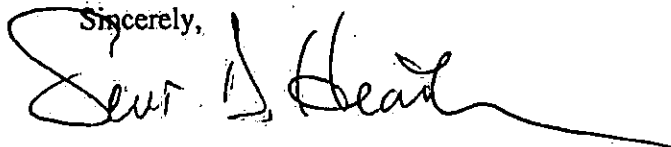
Dear Mr. Spoerl:

As requested, I have completed the appraisal of the above-referenced real estate. Based upon my investigations and analyses, market value of the fee simple interest in the subject property, subject to any outstanding easements and/or reservations of record, "as-is" as of June 6, 2018, being the most recent date of inspection, was concluded at the level of...

\$40,000

The accompanying report outlines the appraisal process and sets forth the rationale and methodology leading to the final opinion of market value set forth above. Your attention is called to the Table of Contents which outlines the report, the Assumptions and Limiting Conditions which apply to this report, and the Certification. Furthermore, it must be noted there is an extraordinary assumption that there is clear title to the property without encumbrances or restrictions in addition to those identified, in the absence of a current title report. Also, the jurisdictional exception rule has been applied as related to the non-reporting of any estimated exposure period.

Sincerely,

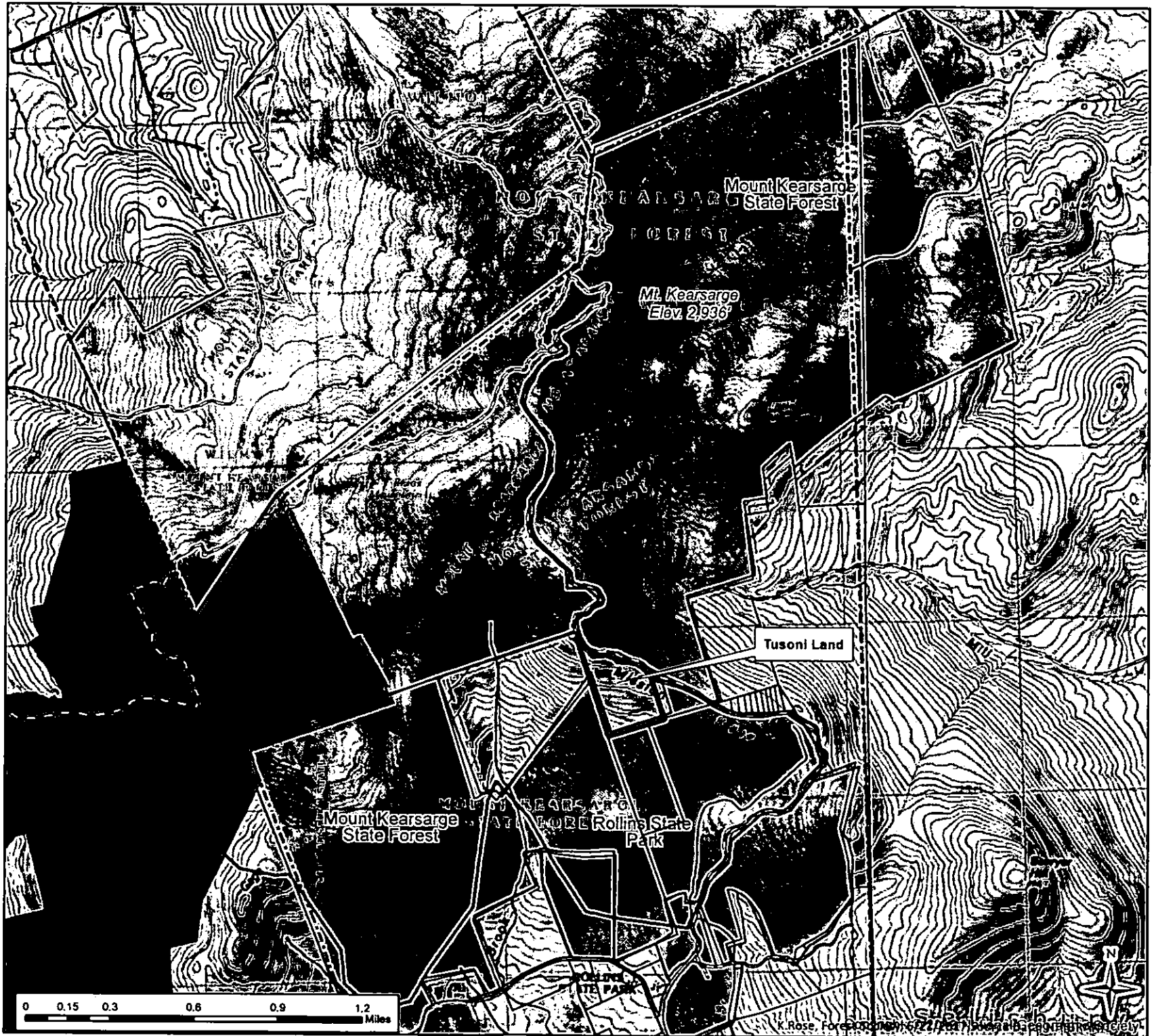


Scot D. Heath
Certified General Appraiser
(NHCG-211)

File No: 4-18

Tusoni Land Warner, NH

- Hiking Trails
- Snowmobile Trail
- Conservation Lands
- Forest Society Reservations



0 0.15 0.3 0.6 0.9 1.2 Miles

K. Rose, Forest Society, 6221 Main Road, Lebanon, NH 03756