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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Jeffrey A. Meyers
Commissioner

Sheri L. Rockburn
Chief Financial Officer

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December 5, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (the "Department"), pursuant to RSA 10:4, to sell a perpetual drainage easement and a temporary construction easement (the "Easements") on a small portion of the Sununu Youth Services Center campus at 1056 River Road, Manchester to the City of Manchester for \$1,250.00.

Proceeds from the sale will be allocated to Account #010-095-56830000-007-405697, Department of Health and Human Services, Operations Support, Administration.

	<u>SFY2017</u>
Unrestricted Revenue	\$1,250.00

EXPLANATION

Manning Hill, LLC, the owner of a previously vacant parcel of land located across River Road to the east from the Sununu Youth Services Center (SYSC) campus in Manchester, is in the process of subdividing its land to create a new residential development. As a condition of subdivision approval, the City of Manchester Planning Board has required that Manning Hill acquire from the State on the City's behalf a permanent drainage easement on a 20' x 40' strip of the SYSC campus land along River Road (the "Drainage Easement Area") and a temporary construction easement having a term of two years on an additional 10-foot-wide strip of land extending from the north and west sides of the Drainage Easement Area (the "Temporary Construction Easement Area"). The drainage easement and the temporary construction easement are needed to accommodate surface and storm water drainage infrastructure improvements beneath and adjacent to River Road made necessary by the planned residential development on the east (uphill) side of River Road.

The proposed Easements shall be granted to the City in exchange for \$1,250.00 to be paid by Manning Hill. The Department believes that this amount constitutes fair value for the minor effective use restrictions to be imposed within the Drainage Easement Area. The fee is being charged because the SYSC campus property will not

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otherwise benefit from the Easements. The effectiveness of the proposed Easements shall commence upon the execution of the easement deed by the Commissioner of the Department of Health and Human Services, following approval by the Governor and Executive Council and receipt of the purchase price from Manning Hill. The Drainage Easement shall continue in perpetuity, and the Temporary Construction Easement shall expire after two years.

Based on the foregoing, I respectfully recommend the sale of the proposed easements to the City of Manchester.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

UP P10/62/VZ1
ELEV. = 272.11'

Existing Swale

N61°33'01"E 535.99'

Regrade this area
lightly for lowered
pipe

Existing 10" pipe to
be replaced with 18"
pipe (and lowered)

MOVE &
VERTICAL
GRANITE CURB

Existing 15" culvert
to be removed

SAWCUT & REMOVE
PAVEMENT FOR
CURBING, SIDEWALK
& UTILITY
IMPROVEMENTS

STABILIZED
CONSTRUCTION
ENTRANCE

TM 420 LOT 1

RIVER ROAD
N10°28'30"W

444B

444D

546/PC

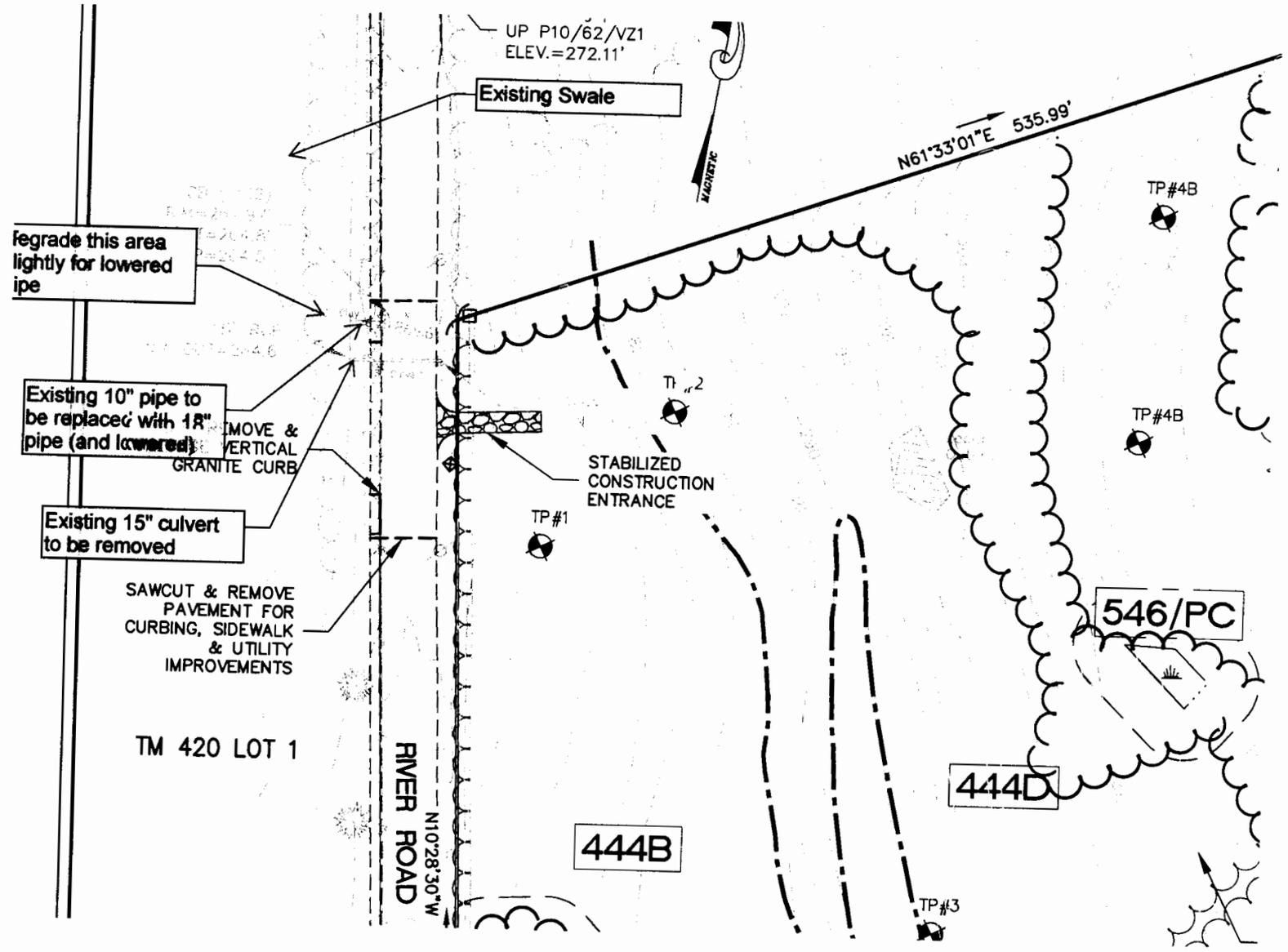
TP#4B

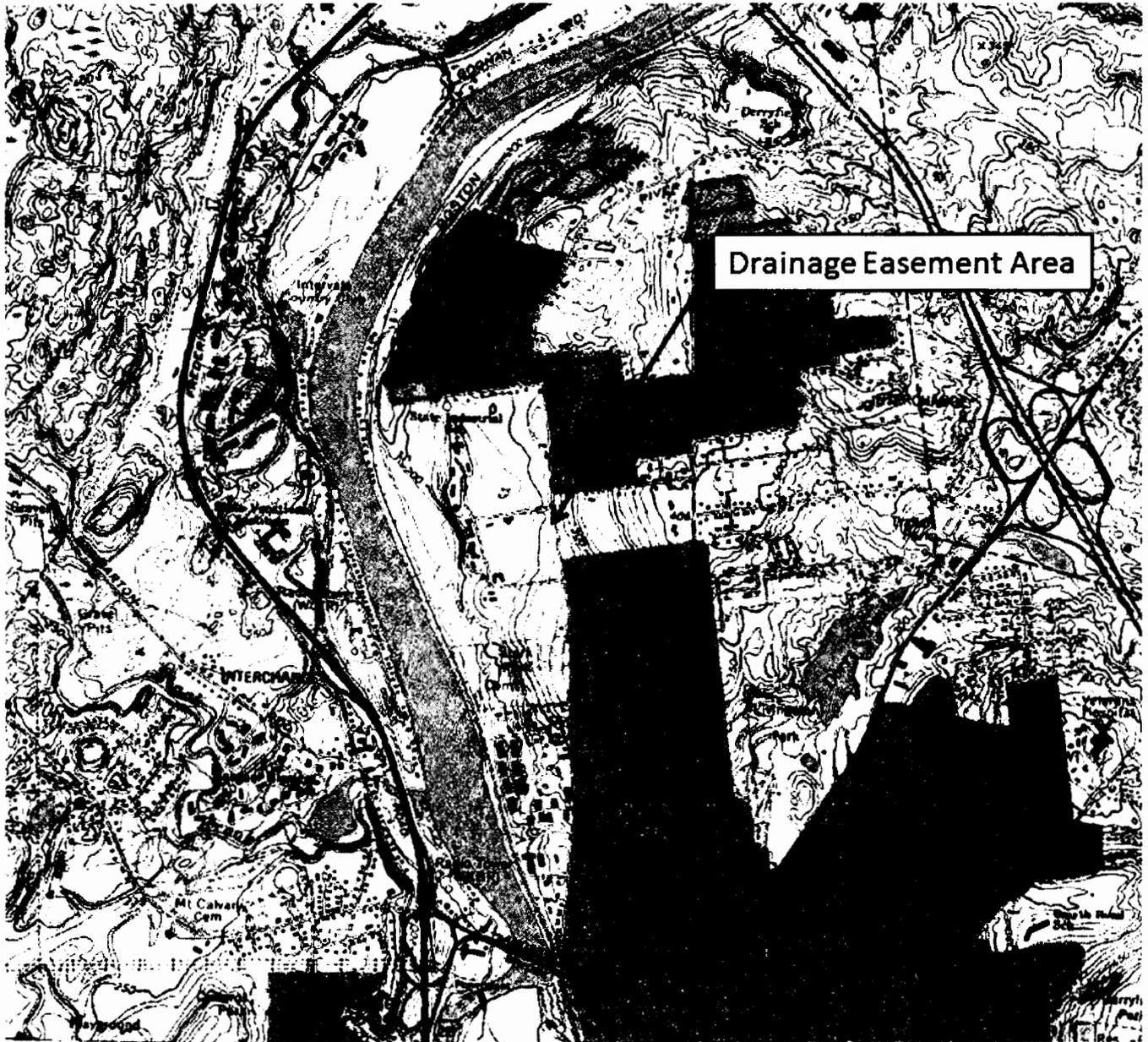
TP#4B

TP#3

TP#1

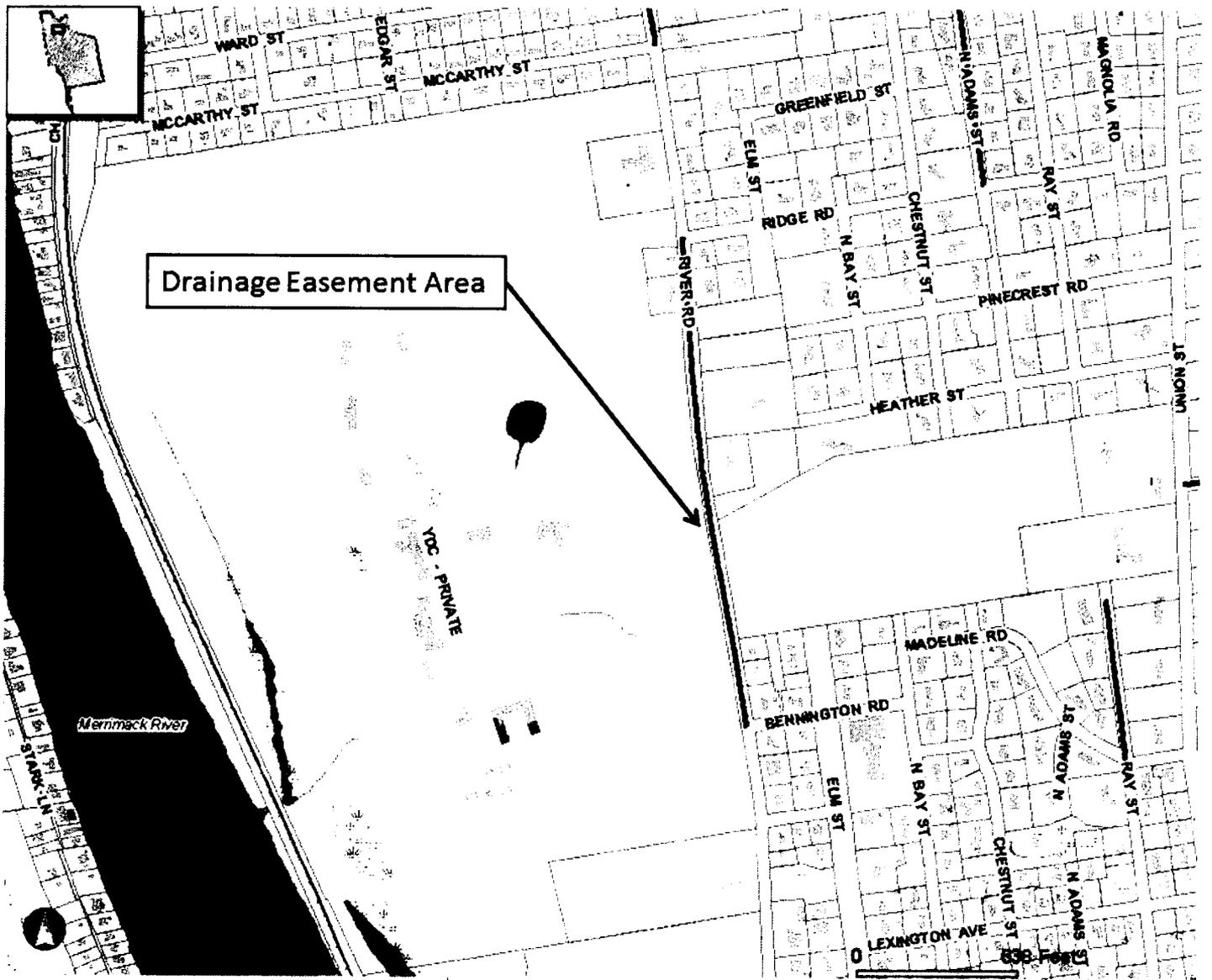
TP#2





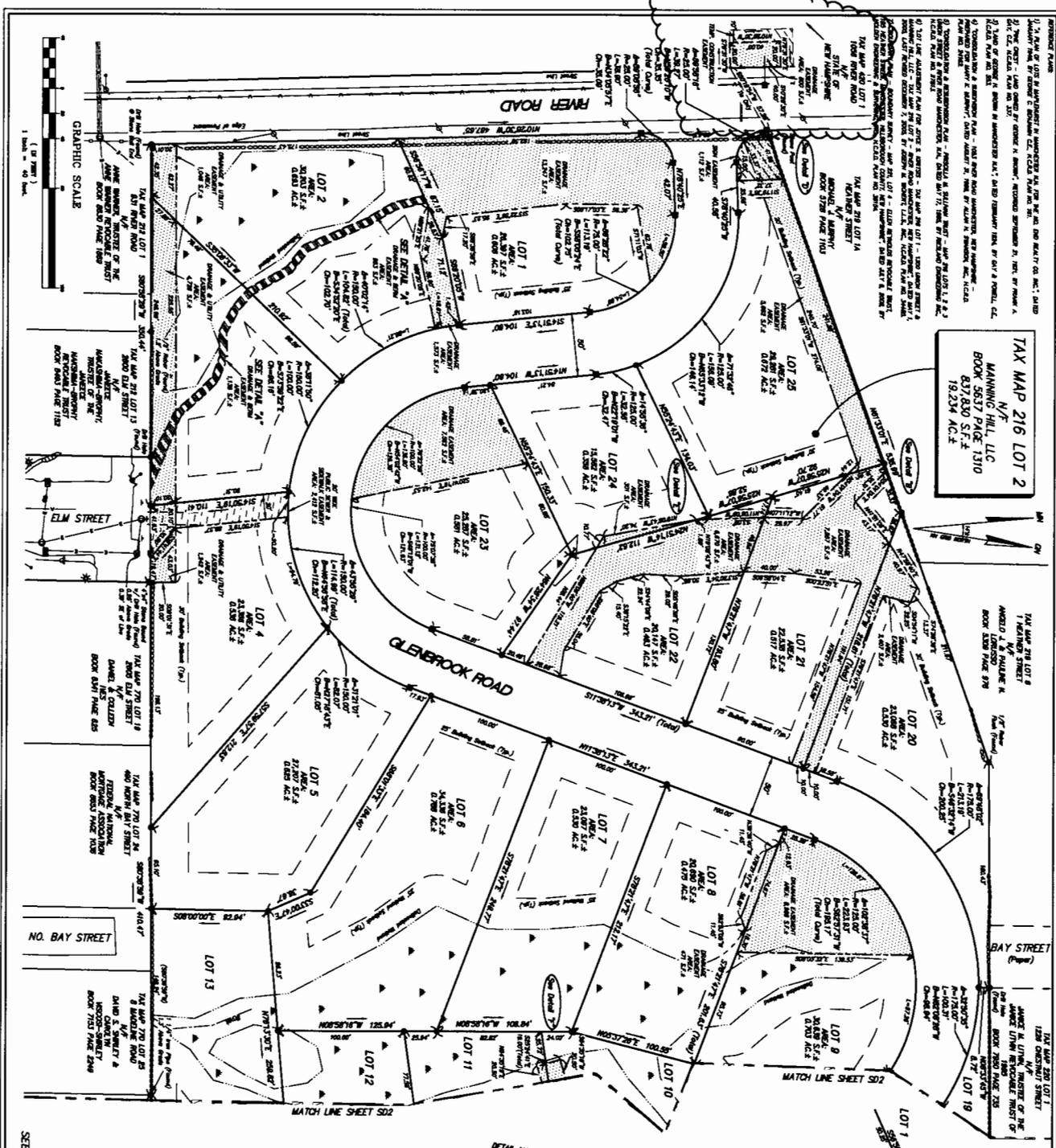
**Proposed Drainage Easement Area
Sununu Youth Services Center
1056 River Road
Manchester, New Hampshire**

USGS Manchester North Quadrangle



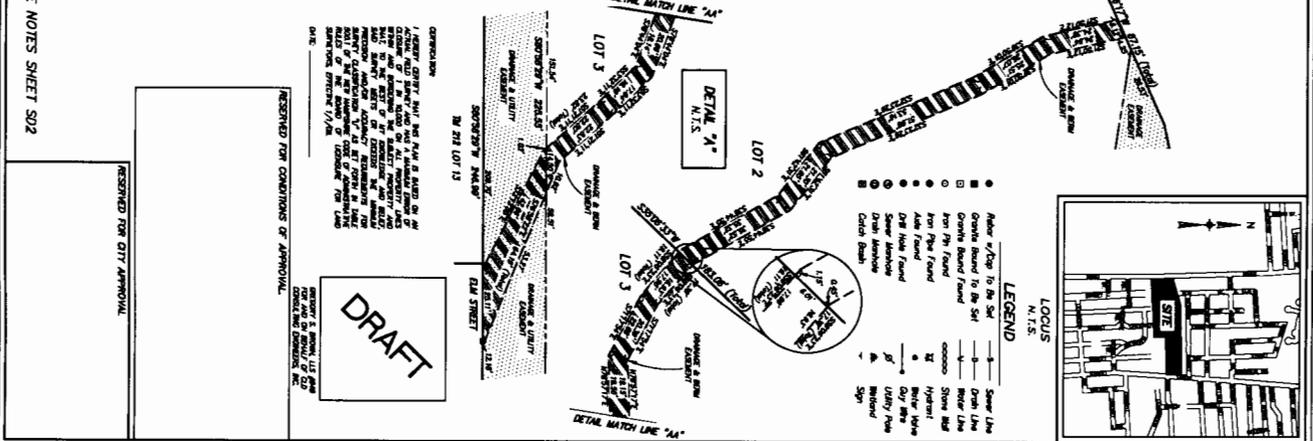
**Proposed Drainage Easement Area
Sununu Youth Services Center
1056 River Road
Manchester, New Hampshire**

Tax Map Detail



TAX MAP 216 LOT 2
 N/P
MANNING HILL, LLC
 BOOK 3827 PAGE 1310
 83,030 S.F. ±
 1.9234 AC. ±

SEE NOTES SHEET S02



DATE: 4/4/16	SCALE: 1" = 40'	SHEET 1 OF 2	TAX MAP 216 LOT 2 & 3 MANNING HILL RIVER ROAD MANCHESTER, NH SUBDIVISION & CONSOLIDATION PLAN	CLIENT: PATRICIA MEYER, CHARLES SULLIVAN & KERRAN DUNLAP C/O SPECIAL PROPERTY, BASS & GREEN ATTN: KERRAN DUNLAP 100 ELM STREET MANCHESTER, NH 03101	 CONSULTING ENGINEERS Inc. 540 Commercial Street-Manchester, NH 03101 (603) 886-8223-Fax: (603) 886-8802 cde@consultingengineers.com www.cde-engineers.com Maine office: Hampsville, Vermont	4. 6/21/16 ADD EXHIBITS, REVERSE LOTS & RIGHT-OF-WAY. 5. 7/16/16 ADD WATER & ELECTRIC SERVICE INFORMATION FOR TAX MAP 216 LOT 3, REVERSE NOTE 6. 6. 8/22/16 REVERSE LOTS 11, 12 & 10-18. 7. 6/16/16 GENERAL REVISIONS.
DRAWN BY: HAQ/GSD						NO. DATE REVISION

Upon Recording Return to:

Sheehan Phinney Bass & Green, PA
1000 Elm Street
Manchester, New Hampshire 03101
Attn: Kenneth A. Viscarello, Esq.

EASEMENT DEED
(Drainage and Construction)

KNOW ALL MEN BY THESE PRESENTS that the STATE OF NEW HAMPSHIRE, a body corporate and politic, acting by and through its Department of Health and Human Services pursuant to RSA 10:4, as authorized by the Governor and Executive Council on _____, 2016 (Meeting Agenda Item # _____), having a mailing address of New Hampshire Department of Health and Human Services, Office of the Commissioner, 129 Pleasant Street, Concord, New Hampshire 03301 (hereinafter "Grantor"), for consideration paid, grants to the CITY OF MANCHESTER, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter "Grantee") with QUITCLAIM COVENANTS upon the conditions hereafter set forth the easements contained herein.

1. Recitals.

1.1 Grantor is the owner of certain land located in Manchester, Hillsborough County, New Hampshire, located on the west side of River Road, with an address of 1056 River Road and known as the Sununu Youth Services Center campus (formerly "YDC" or the "State Industrial School"), Tax Map 420, Lot 1.

1.2 The Grantor wishes to grant to Grantee a drainage easement to flow drainage from Grantee's abutting property, said property being the public roadway and right-of-way corridor known as River Road, onto Grantor's property and a temporary construction easement as more fully set forth herein.

2. Grant of Easements. Grantor, for consideration paid, hereby grants to Grantee, its successors and assigns, with Quitclaim Covenants, the following:

2.1 The perpetual, nonexclusive easement, privilege, and right to keep and maintain pipes and to drain from Grantee's property onto that twenty foot (20') by forty foot (40') area described in Exhibit "A" attached hereto (the "Easement Area") for the purpose of transporting and draining storm and other waters from Grantee's property, and to construct, lay, inspect, maintain, operate, alter, repair, renew and remove in whole or in part at any time drain pipes and other drainage facilities and to excavate for any of the above purposes, and upon reasonable prior notice to the Grantor, to enter, pass, and repass

by foot, vehicle or machinery for any of the above purposes. Together with the right to trim, cut down and remove bushes, trees, vegetation and other plant growth on the Easement Area as, and to such extent, in the reasonable judgment of the Grantee, as necessary for any of the above purposes. Provided, however, in the exercise of said rights the Grantee shall not, in the reasonable judgment of the Grantor, disturb, interfere with or impede the Grantor's use of the remainder of the Grantor's Property outside the Easement Area. Such exercise shall in all instances be in conformity and compliance with any and all existing or future federal, state and/or local laws and regulations. In exercising said rights, the Grantee shall not do unnecessary damage to the Easement Area or other property of Grantor and shall restore any disturbed land, utilities, landscaping and other improvements, including pavement (if any) and striping (if any) to the condition which existed before work began.

2.2 The easements and rights set forth in Section 2.1, above, are hereby conveyed together with a temporary easement for Grantee, its successors, assigns and contractors, to enter onto other land of Grantor adjacent to the Easement Area as also described on Exhibit A, hereto (the "Construction Easement"), as is reasonably necessary, to carry out the construction of the structures, facilities, improvements and appurtenances contemplated by Section 2.1, above during the construction of the so-called "Manning Hill" development; provided, however, the Grantee performing work shall, at its sole cost and expense, restore said other land of Grantor, as nearly as possible, to its condition existing prior to the time of said construction activities. The Construction Easement shall terminate automatically, without the need for any further action by any party, two (2) years after the date hereof.

3. Construction, Structures and Indemnification.

3.1 Grantee shall be responsible for all costs associated with constructing and maintaining any of the above mentioned structures, facilities, improvements and/or appurtenances in the Easement Area.

3.2. Grantor shall not place any buildings or other structures or obstructions within the Easement Area or Construction Easement Area which would hinder or interfere with purposes of this Easement.

3.3 The Grantee agrees to defend, indemnify and hold harmless the Grantor from any loss, damage, injuries or other casualty to the person or property or anyone arising out of or resulting from a particular Grantee's exercise of its rights hereunder in the Easement Area and the Construction Easement Area, or the performance of—or any failure to perform—its obligations in the Easement Area or Construction Easement Area.

4. Runs with the Land. Except for the temporary Construction Easement granted herein (which shall run with the land but is not perpetual), this Easement Deed and the rights and privileges granted hereby are perpetual and shall run with the land.

5. Binding Nature. The easements, covenants and conditions herein shall be binding upon and/or to the benefit of the parties hereto, their agents, successors, assigns, customers, tenants, patrons, invitees and licensees.

6. Multiple Counterpart Originals. This Easement Deed may be executed in multiple counterpart originals.

7. The rights granted herein are conveyed subject to any rights, liens, restrictions, and encumbrances of record.

8. The rights granted herein are not homestead property.

9. Pursuant to RSA 78-B:2, I, the within transfer is exempt from the real estate transfer tax imposed by RSA Chapter 78-B.

IN WITNESS WHEREOF, the parties have executed this Easement Deed this ____ day of _____, 2016.

GRANTOR:

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

Witness

By: _____
Jeffrey A. Meyers, Commissioner

GRANTEE:

CITY OF MANCHESTER

Witness

By: _____
Name:
Title:

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Jeffrey A. Meyers, the duly authorized Commissioner of the Department of Health and Human Services of the State of New Hampshire, a New Hampshire body corporate and politic.

Notary Public/ Justice of the Peace

(Seal, if any)

My Commission Expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____, the _____ of the City of Manchester, a New Hampshire municipal corporation.

Notary Public/ Justice of the Peace

(Seal, if any)

My Commission Expires: _____

EXHIBIT A

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, shown as "Drainage Easement Area" and "Temp. Construction Easement," respectively, within "Tax Map 420 Lot 1" on Sheet 1 of 2 of a plan entitled "Tax Map 216 Lot 2 & 3, Manning Hill, River Road, Manchester, NH, Subdivision & Consolidation Plan" dated June 6, 2016; revised August 31, 2016; prepared by CLD Consulting Engineers, Inc.; said plan to be recorded in the Hillsborough County Registry of Deeds; bounded and described as follows:

EASEMENT AREA:

Beginning at a point on the westerly sideline of River Road; said point being South 50°19'54" West a distance of 57.28 feet from the easterly sideline of River Road at its intersection with the division line between land now or formerly of Michael J. Murphy (Tax Map 219 Lot 1A) on the north and land now or formerly of Manning Hill, LLC (Tax Map 216 Lot 2) on the south; said point also being the southeasterly corner of the parcel herein described;

Thence South 79°31'30" West a distance of 20.00 feet;

Thence North 10°28'30" West a distance of 40.00 feet;

Thence North 79°31'30" East a distance of 20.00 feet to the westerly sideline of River Road;

Thence along said westerly sideline of River Road, South 10°28'30" East a distance of 40.00 feet to the point of beginning.

Being 800 square feet or 0.018 acres, more or less.

CONSTRUCTION EASEMENT:

A contiguous strip of land 10 feet in width parallel with and adjoining the westerly and northerly sidelines of the Easement Area more particularly described as follows:

Beginning at the southwesterly corner of the Easement Area;

Thence South 79°31'30" West a distance of 10.00 feet;

Thence North 10°28'30" West a distance of 50.00 feet;

Thence North 79°31'30" East a distance of 30.00 feet to the westerly sideline of River Road;

Thence along said westerly sideline of River Road, South 10°28'30" East a distance of 10.00 feet to the northerly sideline of the Easement Area;

Thence along said Easement Area on the following courses: South 79°31'30" West a distance of 20.00 feet; South 10°28'30" East a distance of 40.00 feet to the point of beginning.

Being 700 square feet or 0.016 acres, more or less.