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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dred.nh.gov
Web: www.nhtrails.org

November 29, 2017

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

REQUESTED ACTION

Pursuant to RSA 215-C:2, III, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to accept permanent trail easements from Steve and Mahala Voydatch of Dunbarton, NH for continued snowmobile corridor trail use. No State funds are involved.

EXPLANATION

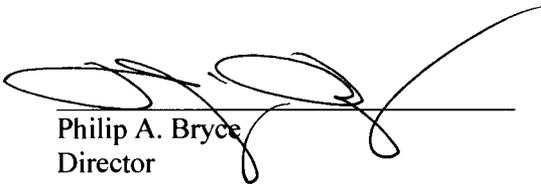
The Boston & Maine Corporation has negotiated a sale of railroad properties in Farmington and New Durham, NH to the Voydatch's. These parcels have been used as a snowmobile corridor trail to the Farmington Branch Trail and are extremely important to preserve. The Vodatch's offered to acquire fee ownership of the parcels and to grant perpetuity trail easements to the State if the State agreed to not exercise its statutory right of first refusal to purchase the properties. The trail easements are of vital importance to the recreational trail activities in NH and the easements come with no future limitations on use.

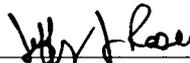
The Attorney General's Office has approved acceptance of the easements.

Respectfully submitted,

Concurred,

(Cm)


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

Attachments

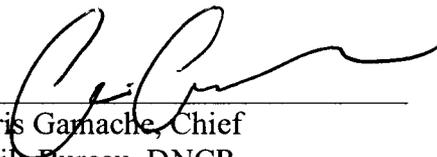
Mr. and Mrs. Voydatch;

The NH Department of Natural and Cultural Resources, via the Department of Transportation agrees to waive its statutory right to first refusal, contained within RSA 228:60-b, and allow you to purchase the property described as 3.28 acres of land (Parcel A) paralleling NH Rte 11, in the Town of Farmington and 7.56 acres of land (Parcel B) in the Town of New Durham, as noted on valuation sheet V.S. 4.2, Maps 20-21; provided that upon obtaining title to the property you agree to grant a permanent trail access easement ("the Easement") over and upon the property to the Department of Natural and Cultural Resources, Bureau of Trails. The Easement shall be recorded immediately following transfer of title from Pan Am Railways to you and shall contain the following terms:

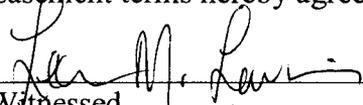
DNCR shall have use of a 20' trail easement for public use including, but not limited to snowmobile and OHRV travel. The easement shall be located on the current existing travel way and be 10' north and south of centerline.

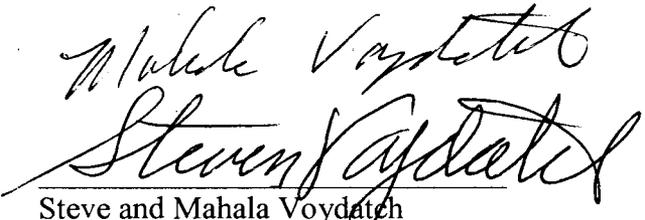
The trail corridor may not be blocked or public access restricted. The State shall have the right to maintain the trail corridor and sign it for public uses. The landowner shall have the right to use the trail corridor as long as the use does not infringe on the State's right of use of the trail.

The State shall not be responsible for actions of the landowner. The landowner and the State may move the trail in the future, upon mutual agreement.


Chris Garnache, Chief
Trails Bureau, DNCR

Easement terms hereby agreed to:


Witnessed


Steve and Mahala Voydatch

State of New Hampshire
County of Merrimack

On this the 30th day of October, 2017, before me, the above signed Steve and/or Mahala Voydatch, personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument, for the purposes therein contained on her behalf.



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

October 30, 2017

Philip D. Kingman, Sr. Vice President, Real Estate
Pan Am Railways, Inc.
1700 Iron Horse Park
N. Billerica, MA 01862-1681

Re: Boston & Maine Corporation – Land Sale, Town of New Durham

Dear Mr. Kingman:

This is in response to a certified mail letter dated August 9, 2017 and received by the Department of August 11, 2017 in which you requested an expression of the State's interest in the acquisition of a parcel of land in New Durham. The subject parcel contains an area of approximately 7.56 acres shown on a plan dated July 21, 2017 and enclosed with the letter. It is understood that Boston & Maine Corporation proposes the sale of this parcel subject to the terms of the unexecuted Purchase and Sales Agreement enclosed with your letter.

With the granting of a recreational easement to the Department of Natural and Cultural Resources Bureau of Trails by the purchaser, the State of New Hampshire hereby releases its right of first refusal in accordance with RSA 228:60-b.

Please let me know if you have any questions or need any further information.

Sincerely,

Victoria F. Sheehan
Commissioner

cc: Bureau of Rail & Transit
Chris Gamache (NHDNCR)

**Return to:
Chris Gamache
DNCR Bureau of Trails
172 Pembroke Road
Concord, NH 03301**

**THIS IS A TRANSFER TO THE
STATE OF NEW HAMPSHIRE
AND IS THEREFORE EXEMPT
FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX
PURSUANT TO RSA 78-B:2(I)**

**PERMANENT TRAIL EASEMENT
And
AGREEMENT**

Steve and Mahala Voydatch, (the Grantor), with a mailing address of 55 Jewett Road, Dunbarton, N.H., 03046, grants to the State of New Hampshire (the State), through its Department of Natural and Cultural Resources (DNCR), Bureau of Trails with a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301, a twenty (20) foot wide perpetual right of way easement corridor (the EASEMENT) with QUITCLAIM COVENANTS.

The EASEMENT is depicted in a drawing attached (named Land Sale Plan Farmington & New Durham) and incorporated into this document and labeled as "Exhibit A". The EASEMENT is over a portion of property currently owned by the Grantor and more specifically shown on Valuation Sheet 4.2, Maps 20-21, in the Town of Farmington (Map R64012) and New Durham (Map 261), in Strafford County, New Hampshire (the PROPERTY).

The EASEMENT is given in perpetuity and intended to provide access to the STATE and the general public across and/or over the PROPERTY for recreational trail (the TRAIL) purposes, including, but not limited to snowmobile and OHRV.

Both the Grantors and the State (the Parties) agree to the following conditions:

1. OBLIGATIONS OF THE PARTIES.

The State, through DNCR, shall have the right to maintain, manage, enforce and use, and permit the public to use, the TRAIL along the route established as depicted in Exhibit "A".

DNCR's right to maintain, manage, enforce and use, and permit the public to use the TRAIL shall be subject to the following terms and conditions:

- A. DNCR may mark the TRAIL by the use of signage or otherwise, to indicate the location of the TRAIL, to restrict use to within the designated trail corridor, and to restrict access

by vehicles other than the intended uses. DNCR may do such things that are reasonably necessary and practicable, including the use of gates and barriers, and appropriate official signs, to keep use on the Trail and within the TRAIL corridor, and to restrict access by vehicles other than the intended users.

- B. The easement corridor within which the TRAIL may be maintained is limited to a width of twenty (20) feet.
- C. No less than annually DNCR shall conduct a general clean-up of the TRAIL to remove litter, trash and manmade debris
- D. DNCR shall maintain the TRAIL using best management practices as described in "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Trails Bureau) or such successor standard. DNCR and its agents shall have the right to enter the Property with persons and equipment for purposes of maintaining the TRAIL. Maintenance activities shall include, but not be limited to, installation and replacement of bridges and culverts, rocks and stump removal, smoothing the trail surface, placement of gravel and natural fill, installation of broad based dips, water bars and ditches, removal of fallen trees, cutting back encroaching vegetation and wintertime grooming.
- E. DNCR shall have the right to temporarily close the TRAIL when weather or ground conditions make the TRAIL unsuitable for recreational use.
- F. Bridges and other improvements to the TRAIL shall be designed and constructed for multi-use and multi-season recreational use, and shall be maintained by DNCR, and remain the property of DNCR. If a portion of the TRAIL is permanently relocated or abandoned, DNCR shall have the right to remove any bridges it put in place to accommodate the TRAIL.
- G. DNCR shall obtain all necessary federal, state permits and approvals, and remain in compliance with and abide by the terms of said permits and approvals, and all federal and state laws and regulations regarding the construction, maintenance and supervision of use upon the TRAIL.
- H. DNCR shall not be responsible for any actions or use of the TRAIL taken by, or on behalf of, the Grantor or their assigns.

2. **MONITORING TRAIL USE.**

The STATE, through DNCR, agrees to monitor usage on the Property to ensure that the current ecological conditions are not significantly diminished or degraded by recreational use, and that recreational use is limited to the TRAIL and occurs in compliance with the then-current state laws, administrative rules, and this Agreement.

Meaning and intending to convey a permanent right-of-way easement for recreational trail purposes over the Potter property. The source of title is Page ---, Map ---, of the Strafford County Registry of Deeds. Also meaning and intending to confirm the agreement which is a part of this document.

Witness our hand this 30th day of October, 2017.

Steven Voydatch Mahala Voydatch
Steve and Mahala Voydatch

State of New Hampshire
County of Merrimack

On this the 30th day of Oct., 2017, before me, the above signed Steve and Mahala Voydatch, personally appeared, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument, for the purposes therein contained on her behalf.

Luce M. Lavoie
Justice of the Peace/Notary Public

LUCIE M. LAVOIE, Notary Public
Commission Expires **September 27, 2022**

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

By: Jeffrey J. Rose
Name: Jeffrey J. Rose
Title: Commissioner, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this 31st day of October, 2017, personally appeared the above-named Jeffrey M. Rose, Commissioner of the Department of Natural and Cultural Resources of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

Jushe Carson
Justice of the Peace/Notary Public
My Commission Expires: NOV. 20, 2018

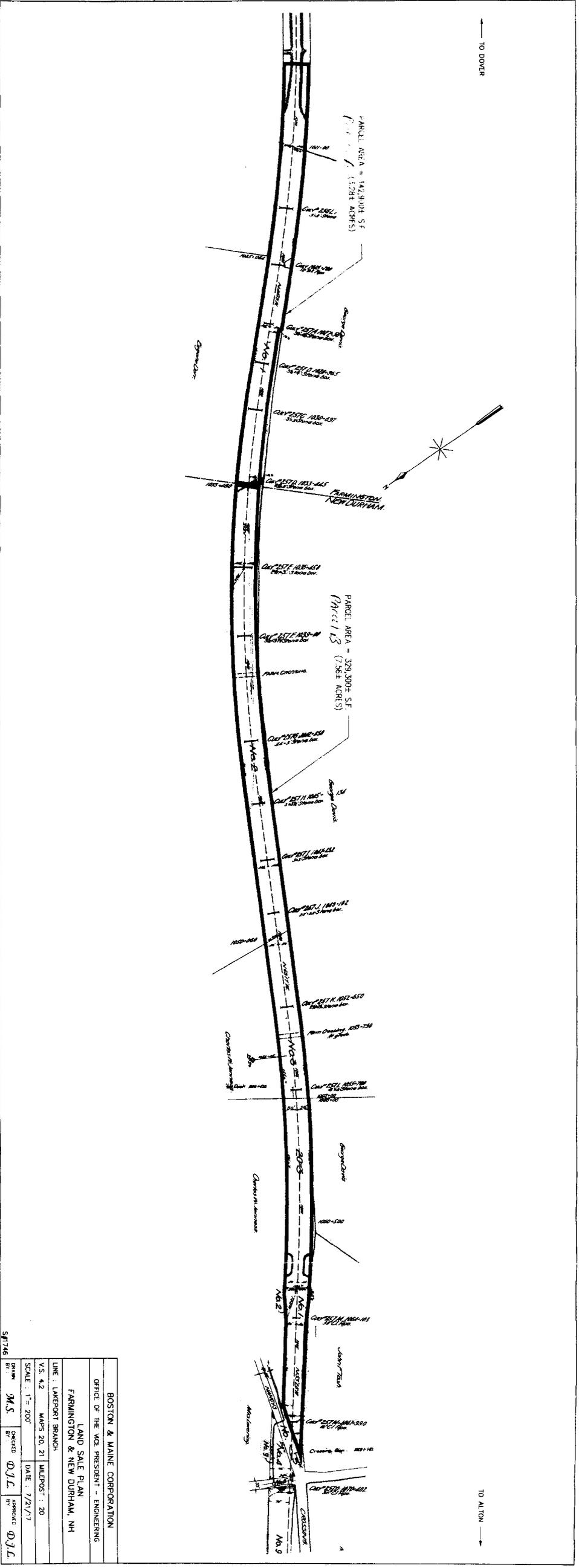
Approved as to form, substance, and execution by the Department of Justice, Office of the Attorney General.

BY: Jill Fulwider
Assistant Attorney General

11/21/17
Date

Approved by Governor and Council: _____ Date: _____ Agenda Item: _____

Exhibit A



TO DOVER

TO ALTON

BOSTON & MAINE CORPORATION			
OFFICE OF THE VICE PRESIDENT - ENGINEERING			
LAND SALE PLAN			
FARMINGTON & NEW DURHAM, NH			
LINE: LAKEPORT BRANCH			
V.S. 4.2	MARS 20 21	MILEPOST: 20	
SCALE: 1" = 200'	DATE: 7/21/77		
DRAWN BY: M.S.	CHECKED BY: O.J.L.	APPROVED BY: O.J.L.	

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