

L.A.M.18



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
April 6, 2017

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way and Bureau of Highway Maintenance requests authorization to pay property owners \$14,000.00 as documented in the Highway Maintenance Damage Awards List for amounts greater than \$5,000.00 for the period extending from March 9, 2016 through April 6, 2017, effective upon Governor and Council approval.

Right-of-Way Contemplated Awards Funding is based on the source of funds for each particular project.

04-096-096-960515-3066	<u>FY 2017</u>
Salted Wells	
400-500873 Land and Interest- DOT Land	\$14,000.00

EXPLANATION

These contemplated award payments are being submitted for approval to compensate property owners, tenants and/or claimants for impacts resulting from Transportation Improvement Projects. The Department certifies that all payments will be made in accordance with all applicable State and Federal regulations as they relate to property acquisition and relocation.

The damage award payments are being submitted for approval to compensate property owners under RSA 228:34 for damage to groundwater drinking water supply due to road salt contamination from highway maintenance activities.

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/CRS/kjk
Attachment(s)

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner


HIGHWAY MAINTENANCE DAMAGE AWARDS

Project: **WELLS; 41064E**
(DAMAGE AWARD UNDER RSA 228:34, REVEALED A RESPONSIBILITY BY THE DEPARTMENT FOR DAMAGE TO WATER SUPPLY DUE TO THE INFLUX OF ROADWAY DEICING SALT)

OWNER: CHRISTOPHER R. JONES AND TARA L. JONES, HAMPSTEAD

ESTIMATED COST FOR WATER MAIN EXTENSION AND CONNECTION FOR THIS PROPERTY \$14,000.00

TOTAL DAMAGE AWARDS: \$14,000.00


CHARLES R. SCHMIDT, PE
ADMINISTRATOR

**STATE OF NEW HAMPSHIRE
INTER--DEPARTMENT COMMUNICATION**

FROM: Michael W. Dennis
Engineering Technician

DATE: April 5, 2017

SUBJECT: Damage Award:
Christopher R. Jones
Tara L. Jones

AT (OFFICE): Bureau of Highway
Maintenance

TO: Charles Schmidt, Administrator
Bureau of Right of Way

Please include Christopher R. Jones and Tara L. Jones on the next contemplated award list for the sum of \$14,000.00.


Our investigation of this property's water supply under RSA 228:34 revealed a responsibility by the Department for damage to this water supply due to the influx of roadway deicing salt in the area of this property. The sum of \$14,000.00 represents the Department's estimated cost for a water service connection at 34 Main Street, Hampstead N.H. for this property, by Hampstead Area Water Services.

The owner has agreed to accept the sum of \$14,000.00 and sign the required release upon receipt of the check. These charges should be made to Project No. 41064-E, Account 3066.

• Please deliver the check to the Bureau of Highway Maintenance so that it may be presented, to the property owner.

APPROVED BY: 

David M. Rodrigue, P.E.
Director of Operations


Caleb B. Dobbins
State Maintenance Engineer
Tel. (603) 271-2693

cc: Bureau of Finance and Contracts

GENERAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Christopher R. Jones and Tara L. Jones of 34, Main Street, Hampstead, Rockingham County, New Hampshire, for and in consideration of the sum of FOURTEEN THOUSAND DOLLARS AND NO CENTS (\$14,000.00), to me in hand paid by the State of New Hampshire, P.O. Box 483, 7 Hazen Drive, Concord, New Hampshire, do hereby release, forever discharge, and remise the State of New Hampshire, their elected and other officials, agents, principals, servants, directors, successors, assigns, administrators, and past and present employees of said State from any and all actions, suits, debts, damages, liabilities, causes of action, claims, and demands of every name and nature, both at law and in equity, which against their Christopher R. Jones and Tara L. Jones now have or have ever had, or which their heirs, executors, assigns, or administrators, hereafter can, shall or may have.

Christopher R. Jones and Tara L. Jones hereby acknowledges that the purpose of this settlement is to buy peace from any and all future litigation, and hereby expressly waives any statutory or common law right to have this Release set aside.

Without in any way limiting the generality of the foregoing, it is understood that this Release pertains to any and all claims arising out of any loss of or damage to Christopher R. Jones and Tara L. Jones existing water supply or to the water supply which has developed as a result of this settlement because of (maintenance) operations on the State highway which adjoins Christopher R. Jones and Tara L. Jones property located at 34, Main Street, Hampstead, New Hampshire, which property is recorded in Book 2205, Page 0933, at the Rockingham County Registry of Deeds, and any and all claims for damages to their property or persons potentially encompassed by any such claim. Christopher R. Jones and Tara L. Jones hereby acknowledge and assume all risk, chance, or hazard that the damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated, or expected.

Christopher R. Jones and Tara L. Jones acknowledges that no promise or inducement which is not herein expressed has been made to them, in executing this Release, they did not rely upon any statement or representation made by any person, corporation, or State agency released, or

any agent or any other person representing them concerning the nature, extent, or duration of said damages or losses or the legal liability therefore.

In addition to the foregoing, it is specifically understood and agreed that this Release is a full and final release and discharge of any claim or right to recover attorneys' fees and costs under State or Federal statutory or common law. Christopher R. Jones and Tara L. Jones hereby agrees to recognize and protect any and all liens, mechanics or otherwise, which have been or may have been asserted in connection with their claim for damages, and agrees to indemnify and hold harmless the State for any and all damages, including costs and attorneys' fees incurred by the State as a result of their failure to satisfy any such lien.

This settlement is not to be considered as an admission of liability on the part of the State of New Hampshire.

Christopher R. Jones and Tara L. Jones further states that they have carefully read the foregoing Release and knows the contents thereof, and that they have signed the same by their own free act.

IN WITNESS WHEREOF, Christopher R. Jones and Tara L. Jones have hereunto caused this General Release to be executed this _____ day of _____, 2017.

Christopher R. Jones _____

Tara L. Jones _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 2017.

Notary Public

My Commission expires: _____

Return to:
Christopher Jones and Tara Jones and Louis P. Jones and Kathleen Jones
34 Main Street
Hampstead, NH 03841

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Richard M. Garcia, Trustee of the Garcia Family Revocable Trust of 2012 and Carol D. Garcia, Trustee of the Garcia Family Revocable Trust of 2012, Husband and Wife, of 34 Main Street, Hampstead, NH 03841, for consideration paid grant(s) to Christopher Jones and Tara Jones, Husband and Wife, of 65 Caleb Drive, Danville, NH 03819, and Louis P. Jones and Kathleen Jones, Husband and Wife, of 290 Calef Highway Route 125, Epping, NH 03042, as joint tenants with rights of survivorship, with WARRANTY COVENANTS:

A certain piece of land with the improvements thereon, situated in the Town of Hampstead, County of Rockingham, and State of New Hampshire on the westerly side of Main Street and shown as 3.76 acres parcel on a certain plan entitled: "Plan of Land in Hampstead, NH, owned by Jesse F. Davis, Scale 1"=50' Aug. 1972, Morse & Martin, 13 Ferry St., Haverhill, Mass." Said parcel is more particularly bounded as follows:

North, by land now or formerly owned by William E. Beane and Ellen Beane, a distance of 301.06 feet;

East, by Main Street, a distance of 258.55 feet;

South, by land now or formerly owned by the Town of Hampstead and used for cemetery purposes, a distance of 606.45 feet;

West, by other land owned by the Grantor herein, a distance of 139.42 feet; and

419.12 feet.

Meaning and intending to describe and convey a portion of the premises conveyed to Richard M. Garcia, Trustee of the Garcia Family Revocable Trust of 2012 and Carol D. Garcia, Trustee of the Garcia Family Revocable Trust of 2012 by virtue of a deed dated 12/17/2012 and recording in the Rockingham County Registry of Deeds at Book 5389 and Page 2539. See also Deed recorded in the Rockingham County Registry of Deeds at Book 2205, Page 0933.

We, the grantor(s) hereby release all rights of homestead in the above described premises.

Executed this 22^d day of November, 2016.

Garcia Family Revocable Trust of 2012

Richard M. Garcia
Richard M. Garcia, Trustee

State of New Hampshire

County of Rockingham

November 22nd, 2016

Then personally appeared before me on this 22^d day of November, 2016, the said Richard M. Garcia, Trustee of the Garcia Family Revocable Trust of 2012 and acknowledged the foregoing to be his voluntary act and deed.

Arline M. Grant

Notary Public/Justice

of the Peace

Commission

expiration:

ARLINE M. GRANT, Notary Public
My Commission Expires September 21, 2021

