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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road, Concord, New Hampshire 03301

603-271-2214
FAX: 603-271-6488
www.nhdf.org

May 18, 2016

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

Requested Action

1. Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development (DRED) to sell a 20 foot wide utility easement over Davisville State Forest in Warner, NH for the appraised value of \$35,000 to Eversource Energy, and, pursuant to RSA 4:40, III-A, an administrative fee payment of \$1,100 upon Governor and Council Approval.
2. Pursuant to RSA 4:40, authorize DRED to sell a three-acre portion of Davisville State Forest in Warner, NH to Richard George for \$57,100, and, pursuant to RSA 4:40, III-A, an administrative fee payment of \$1,100, upon Governor and Council approval.

Explanation

The three acre parcel is too small to effectively manage it for timber production. In addition, DRED recognizes the importance of electric power to the abutting business, Madgetech, and wishes to convey a permanent utility easement. Richard George was the highest of three bids received as shown on the attached bid synopsis. A recent appraisal valued the three-acre parcel at \$55,000 and the easement at \$35,000. Pursuant to RSA 227-G:5, II(b), DRED will deposit the \$94,300 into the Forest Improvement Fund (Total deposit \$94,300).

These two (2) surplus actions were approved by the Council on Resources and Development, and the Long Range Capital Planning & Utilization Committee.

The attached draft deeds have been approved by the DOJ as to form and substance. Your approval is subject to final review by DOJ as to execution.

Respectfully submitted,

Brad W. Simpkins, Director
Division of Forests and Lands

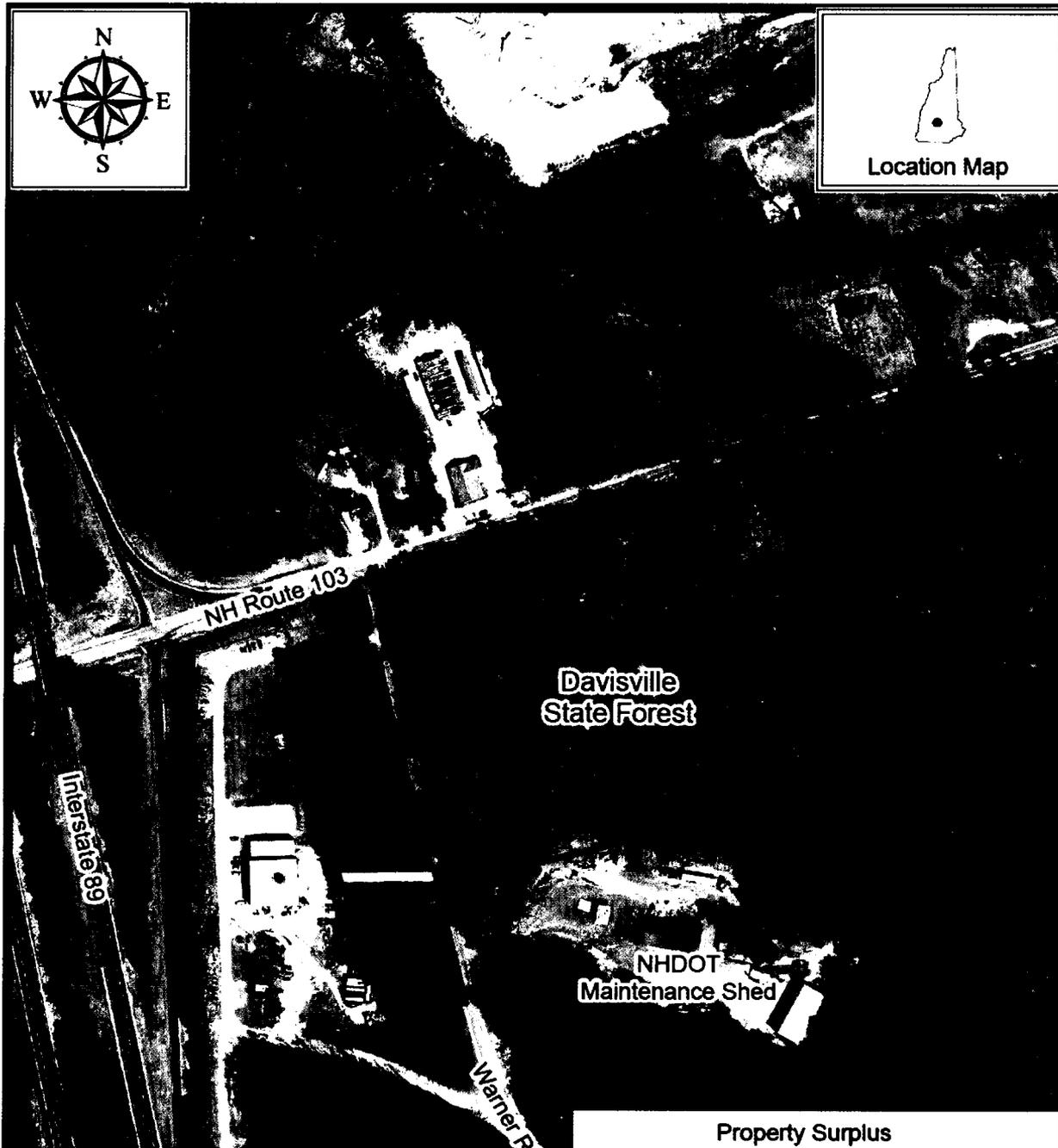
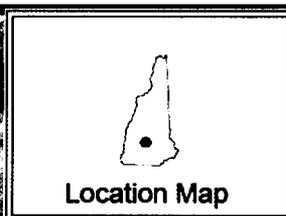
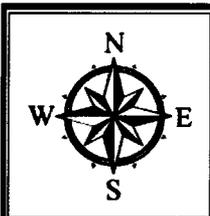
Concurred,

Jeffrey J. Rose, Commissioner
Department of Resources and
Economic Development

Attachments



Schedule A



Legend

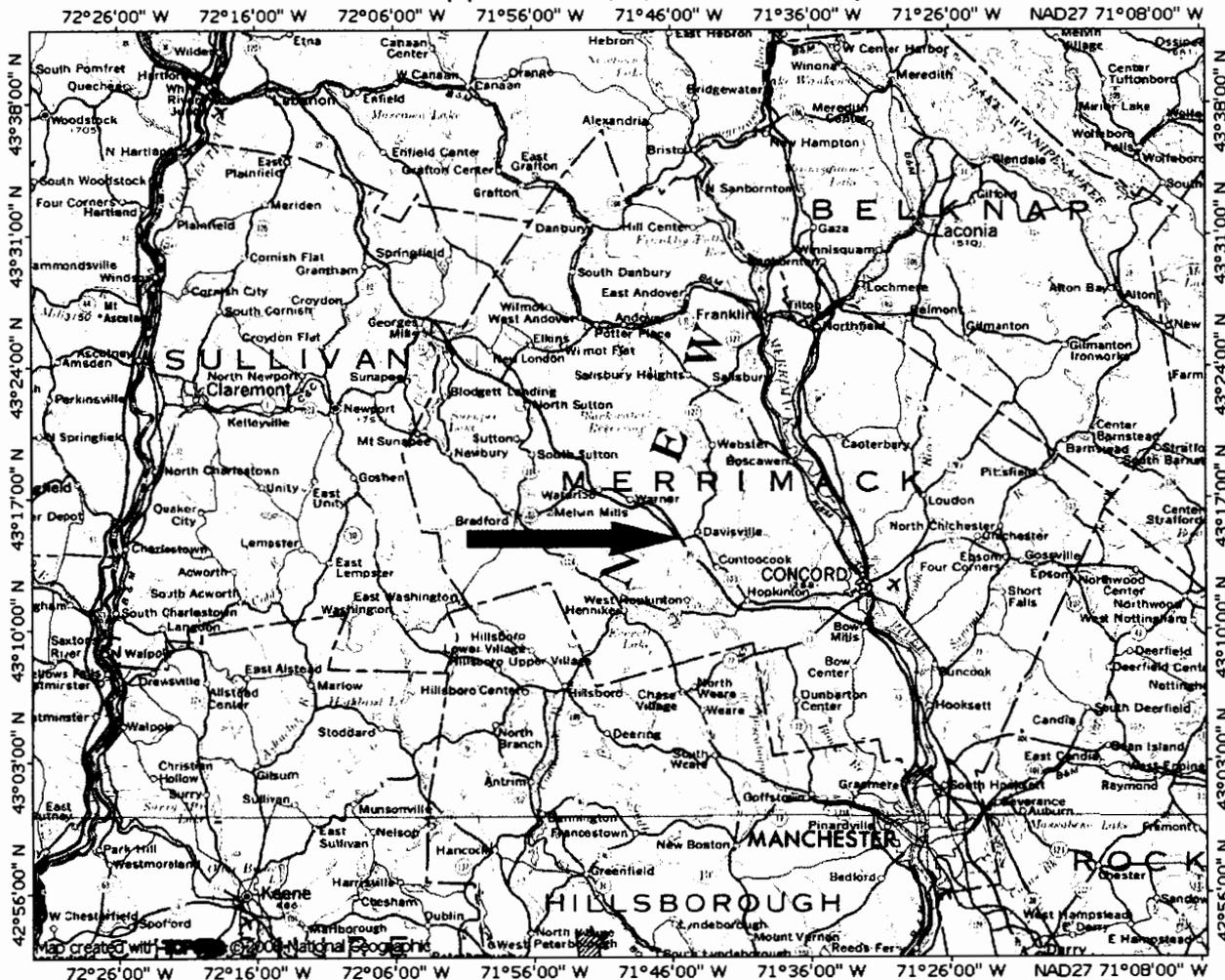
-  State Forest Remainder
-  20' Utility Easement
-  Area to Surplus

Property Surplus
to
Warner Road Holdings, LLC
Davisville State Forest
Warner, N.H. April 21, 2015

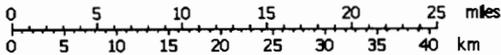
360 180 0 360 Feet



TOPO! map printed on 03/07/14 from "Untitled.tpo"



NATIONAL GEOGRAPHIC



MN ↑ TN
14 1/2°
03/07/14

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Commissioner Jeffrey J. Rose
Department of Resources and Economic Development

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

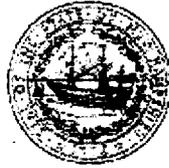
DATE: January 22, 2016

SUBJECT: Surplus Land Review, SLR 15-006 WARNER

On January 14, 2016, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

Request to convey by competitive bid a portion of the Davisville State Forest totaling approximately 3 acres, which is encumbered by a utility easement.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-007-WARNER.



RECEIVED

MAY 12 2016

D.R.E.D

LRCP 16-011

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-8181

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-8181

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 08301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

May 10, 2016

Jeffrey J. Rose, Commissioner
Department of Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire 03301

Dear Commissioner Rose,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on May 10, 2016, approved the request of the Department of Resources and Economic Development, Division of Forests and Lands, to: 1) sell a 20 foot wide utility easement over Davisville State Forest in Warner, N.H. for the appraised value of \$35,000 to Eversource Energy, and assess an Administrative Fee of \$1,100, and further authorization to 2) sell a three-acre (3) portion of Davisville State Forest in Warner, N.H. to Richard George for \$57,100, and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the requested dated March 28, 2016.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Brad Simpkins, Director, Division of Forests and Lands, DRED
Bill Carpenter, Bureau of Land Management, DRED

Heath Appraisal Services

140 SECOND NEW HAMPSHIRE TURNPIKE NORTH
FRANCESTOWN, NH 03043

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

November 20, 2015

William T. Carpenter, Administrator, Land Management
State of New Hampshire
Department of Resources and Economic Development
Division of Forests and Lands
172 Pembroke Road
Post Office Box 1856
Concord, New Hampshire 03302-1856

RE: Appraisal of fee simple interest and utility line easement interest; approximately 2.90± acres vacant land, being a portion of the Davisville State Forest, Warner Road, Warner, New Hampshire.

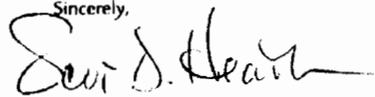
Dear Mr. Carpenter:

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, as of November 10, 2015, being the most recent date of inspection, was concluded as follows:.....

Market Value "Before" Utility Line Easement:	\$90,000
Market Value "After" Utility Line Easement:	<u>55,000</u>
Market Value of Utility Line Easement Interest:	<u>\$35,000</u>

The accompanying report outlines the appraisal process and sets forth the rationale and methodology leading to the final opinions of 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 to the Certificate of Appraisal (Certification).

Sincerely,



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

Bids Received

First Name	Last Name	Mailing Town	State	Bid \$
Kevin	Cyr	Windham	NH	\$56,000
Richard	George	Webster	NH	\$57,100
John	Arnold	Concord	NH	\$57,000



P.O Box 330
Manchester, NH 03105-0330

Allison McLean
Community Relations
Manager

RECEIVED

MAY 11 2015

D.R.E.L.

May 7, 2105

William Carpenter, Sr. Land Agent
NH Division of Forest and Lands
PO Box 1856
Concord, NH 03302-1856

Dear Mr. Carpenter;

On behalf of Public Service Company of New Hampshire, d/b/a Eversource Energy ("PSNH"), it was a pleasure meeting with you and your team last April in reference to the utility right-of-way concern at the Davisville State Forest land parcel in Warner, NH. We appreciate the willingness of the Division of Forest and Lands to work with PSNH as we mutually attempt to find a resolution to this outstanding issue.

As we presented at the meeting, PSNH would prefer to keep the newly installed overhead line in the original location and overhead configuration where it was constructed on the parcel to service the directly abutting business customer on Old Warner Lane. PSNH offers to purchase a permanent right-of-way easement from the State of New Hampshire to accommodate that line as built. As you are aware, PSNH reviewed the level of resources and cost associated with dismantling and removal of the existing line, a installation of a new line to continue to service the customer via another route, including equipment use, material, labor, time and associated civil construction work, estimated at a total cost of \$35,000. Accordingly, PSNH has offered a purchase price for a permanent easement for the line in its current location and configuration of \$35,000, based on its avoided cost of not having to make such a line relocation.

As a result of our conversation at the April meeting, it is our understanding that this was an agreeable price to the Division of Forest and Lands and you would move forward with the review and approval process mandated by the State. PSNH also understood that per NH state statute, there is a mandatory administrative fee associated with state owned land transactions for \$1,100. The total amount to be paid to the Division of Forest and Lands by PSNH, pending necessary approvals, would be \$36,100.00 for permanent utility easement rights across the Warner parcel.

Again, we thank you for your efforts in helping to bring resolution to this issue.

Sincerely,

Allison McLean

cc: Chris Allwarden, Senior Legal Counsel
James Eilenberger, Director System Planning
Pauline Boire, Easement Coordinator

PURCHASE AND SALE AGREEMENT

The State of New Hampshire, by its Department of Resources and Economic Development, of 172 Pembroke Road, Concord, New Hampshire 03301 ("SELLER") agrees to sell, and Richard M. George, 97 Roby Road, Webster, NH 03303-7404 (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 3 acres of undeveloped forestland (source of title to SELLER: Warranty Deed Bk. 423, Pg. 199) being a portion of state-owned land known as "Davisville State Forest", further identified as being all of Warner Tax Map 3, Lot #33, and is bounded southerly, westerly, and northerly, by land of Warner Road Holding, LLC, and bounded easterly by a Class V highway known as "Warner Road". The PROPERTY is depicted on a survey plan entitled "Davisville State Forest, Warner NH", dated November 2002, revised September, 2009, attached as EXHIBIT A.

2. Purchase Price: The Purchase Price ("PURCHASE PRICE") shall be **Fifty Seven Thousand and One Hundred Dollars (\$57,100.00)**, to be paid by the BUYER to the SELLER by Certified bank check at the closing. In addition to the PURCHASE PRICE and pursuant to NH RSA 4:40(III-a), the BUYER agrees to pay the SELLER at the closing an administration fee of **Eleven Hundred Dollars (\$1,100.00)**.

3. Title and Deed: The SELLER shall convey the PROPERTY to the BUYER by quitclaim deed, conveying good and clear record and marketable title thereto, free and clear from all liens and encumbrances except usual public utilities serving the PROPERTY.

SUBJECT TO: The BUYER acknowledges that title to the Property presently is subject to a 20-foot wide power line utility as depicted on EXHIBIT B, to be recorded nearly herewith.

4. Closing: A Quitclaim 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 than December 16, 2016. 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 SELLER is exempt from the real estate transfer tax under RSA 78-B.

6. Examination of Title: If the BUYER desires an examination of title, it shall bear the cost therefor. If, upon examination of title, it is found that title is not marketable, this Purchase and

Sale Agreement ("AGREEMENT") may be rescinded at the option of the BUYER.

7. Conditions Precedent: The SELLER's obligations under the AGREEMENT, including its obligation to sell the PROPERTY, are subject to the following condition, which run to the SELLER's exclusive benefit:

- a) On or before **December 1, 2016**, the SELLER must obtain approvals from the Council on Resources and Development, the Long Range Capital Planning and Utilization Committee, and Governor and Executive Council to sell the PROPERTY.

9. 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.

10. Time: Time is of the essence for all dates and time periods in the Agreement.

11. Default: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

12. 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.

13. 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.

14. Governing Law: The Agreement is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.

15. 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 25th day of February, 2016.

SELLER

NH Department of Resources and
Economic Development

Bill Caputo

Witness

By:

Jeffrey J. Rose 2/25/16

Jeffrey J. Rose, Commissioner
Duly authorized

BUYER

Richard M. George

Witness

By:

Richard M. George 2/25/16

Richard M. George DATE

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

3/3/16

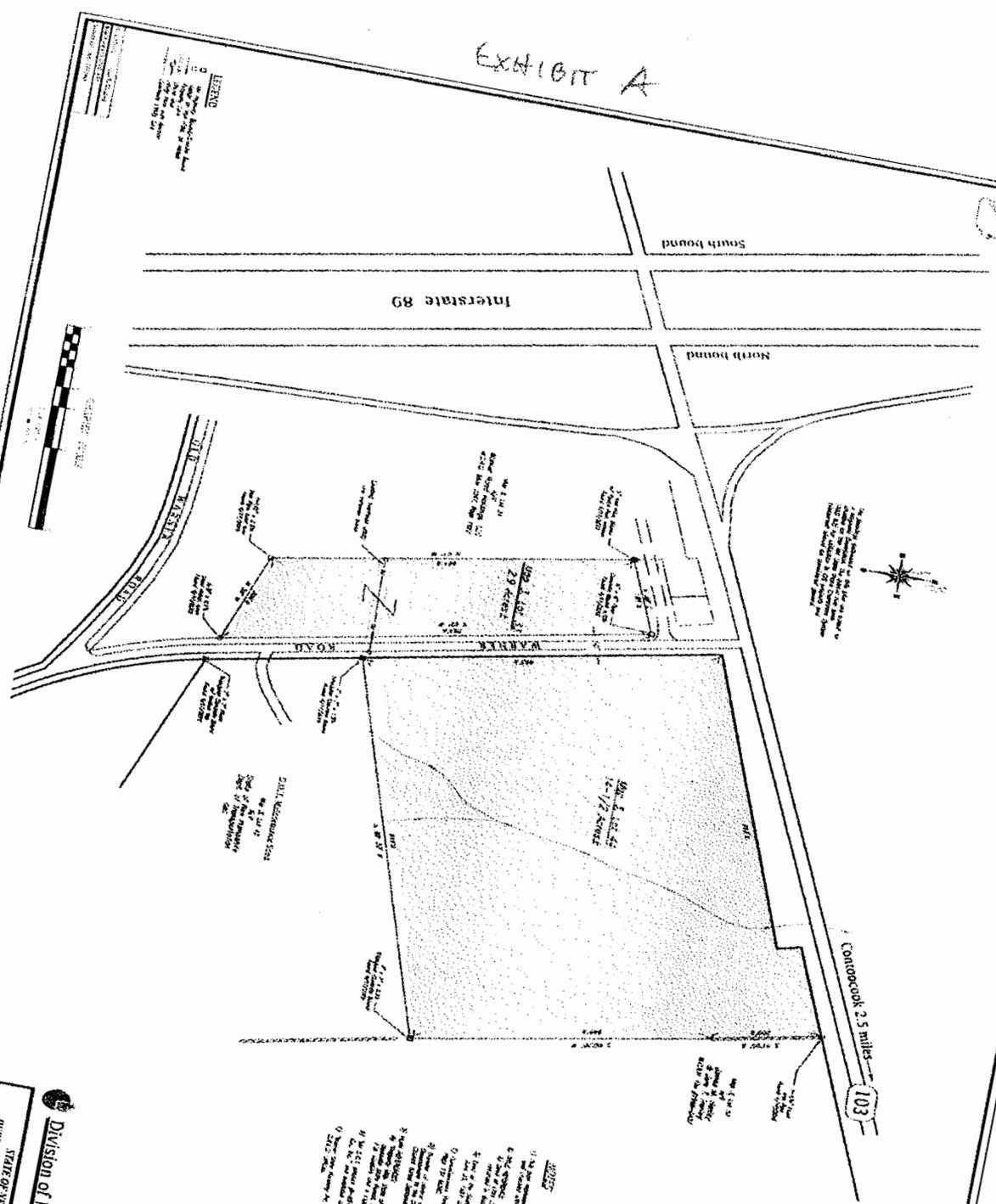
Date

Brian Buonamano

Brian Buonamano
Associate Attorney General

EXHIBIT A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUES & ECONOMIC DEV.

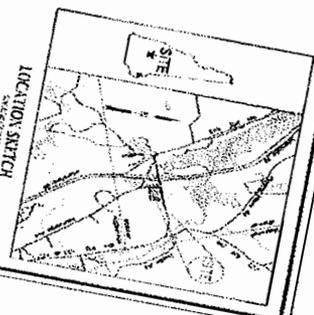


The State of New Hampshire is hereby notified that the State of New Hampshire has a claim in the State of New Hampshire for the land shown on this plan. The State of New Hampshire claims the land shown on this plan as a result of its claim to the land shown on this plan.

Concord 2.5 miles
103

NOTES

1. The site plan shows the boundaries of the property as shown on the plan and as they appear on the ground. The boundaries are shown as solid lines.
2. The site plan shows the boundaries of the property as shown on the plan and as they appear on the ground. The boundaries are shown as solid lines.
3. The site plan shows the boundaries of the property as shown on the plan and as they appear on the ground. The boundaries are shown as solid lines.
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9. The site plan shows the boundaries of the property as shown on the plan and as they appear on the ground. The boundaries are shown as solid lines.
10. The site plan shows the boundaries of the property as shown on the plan and as they appear on the ground. The boundaries are shown as solid lines.



Division of Forests & Lands
STATE OF NEW HAMPSHIRE
DEPT. OF REVENUES & ECONOMIC DEV.
Boscawen, New Hampshire
Davisville State Forest
NH Route 103 & Old Manor Road
Boscawen, New Hampshire
Date: February 27, 2015
Scale: 1" = 100'

Tax Stamp: \$

EXHIBIT B

Grantor exempt Rev 802.03(a)

Recording Fee: \$ _____

L-Chip Surcharge: \$25.00

Return to:

Eversource Energy

PO BOX 330

Manchester, NH 03105-0330

DRAFT

CORRECTIVE EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that The STATE OF NEW HAMPSHIRE through the Department of Resources and Economic Development, having an address of 172 Pembroke Road, Concord, NH, 03301, hereinafter called the GRANTOR, for consideration of Thirty Five Thousand Dollars (\$35,000.00) paid, grants to Public Service Company of New Hampshire, d/b/a Eversource Energy, a New Hampshire corporation duly established by law, with an address of 780 North Commercial St., P.O. Box 330, Manchester, New Hampshire 03105, and to Merrimack County Telephone Company, d/b/a TDS Telecom, a New Hampshire corporation duly established by law, with an address of 3 Kearsarge Avenue, Contoocook, New Hampshire 03229, hereinafter called the GRANTEES, and their successors and assigns forever, as tenants in common, with QUITCLAIM covenants, a 20 foot wide utility easement (the EASEMENT) for the following purposes: to install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove aboveground lines which may consist of wires, markers, poles, and towers together with foundations, cross-arms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush within the EASEMENT, over and across land owned by the GRANTOR off Warner Road in the Town of Warner, County of Merrimack, State of New Hampshire.

Said EASEMENT will be located within the following described limits:

Beginning at a point on the GRANTOR's easterly boundary at Warner Road, said point being across from PSNH pole numbered 11/23X, thence extending aboveground in a westerly direction two hundred (200) feet, more or less, to pole numbered 11/23X-1, then continuing aboveground as required to provide service to the abutter's property identified as Warner Tax Parcel Map 3, Lot 34. The width of the aboveground EASEMENT shall be 20 feet; ten feet either side of the center line of the distribution lines as constructed.



The EASEMENT grants the right for guying and anchoring facilities outside the 20 foot wide strip (but not to exceed more than 20 feet to either side of the centerline), together with the right to install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment within the EASEMENT and extending to any buildings or structures on GRANTOR'S land (identified as Warner Tax Parcel Map 3, Lot 33) in order to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the GRANTOR for all purposes in connection with the exercise of the within granted EASEMENT, and the right to go upon adjoining land when working on said lines and associated equipment.

The GRANTOR, for itself and its successors and assigns, covenants and agrees that it will not erect or maintain, or permit to be erected or maintained, any building, structure or obstruction of any kind or nature upon the land over said EASEMENT, and that it will not plant or permit to be planted any trees on said EASEMENT.

MEANING and INTENDING: to correct an Easement Deed erroneously executed by Warner Road Holdings, LLC. to Public Service of New Hampshire (Merrimack County Registry of Deeds Book 3349, Page 483), and intending to convey a utility easement over property owned by the GRANTOR on the west side of Warner Road, the EASEMENT being a portion of the property conveyed to the State of New Hampshire by a deed dated August 24, 1915 and recorded in Merrimack County Registry of Deeds at Book 423, Page 199.

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Jeffrey J. Rose, Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss

On this _____ day of _____, 2016 Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development 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.

Justice of the Peace/Notary Public

My Commission Expires: _____
(seal or stamp)

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

Date: _____, 2016

Brian Buonamano
Senior Assistant Attorney General
of the State of New Hampshire

This conveyance by the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council at a meeting held in Executive Council Chambers, Concord, New Hampshire on _____, Agenda Item No. _____

A handwritten signature, possibly "BGB", enclosed within a hand-drawn oval.

_____ of _____
Tax Stamp: \$ _____
Grantor exempt Reg 802.03(a)
Recording Fee: \$ _____
L-Chip Surcharge: \$25.00
Return to:

Quitclaim Deed

The **State of New Hampshire**, through its Department of Resources and Economic Development, 172 Pembroke Road, Concord, New Hampshire, 03301 (Grantor), for consideration paid, grants to Richard M. George, 97 Roby Road, Webster, NH, 03303-7404 (Grantee), with Quitclaim Covenants,

A certain tract of unimproved land, known as a part of Davisville State Forest, situated off of Warner Road in the Town of Warner, County of Merrimack, State of New Hampshire and being more particularly described as follows:

A certain tract or parcel of land located in the Town of Warner, County of Merrimack and State of New Hampshire, shown on a plan entitled, "Property Map, State of New Hampshire, Dept. of Resources & Economic Development, Davisville State Forest, Warner, N.H." dated 7-31-63, revised 1-69 on file at their offices located in Concord, N.H. . Said property being all that portion of said premises which lies westerly of Warner Road, as relocated, further identified as Town of Warner Tax Map 3, Lot #33, and more specifically bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the land herein conveyed and at land now or formerly owned by Warner Road Holdings, LLC;

Thence N 1°00' W a distance of 661' +/- along land of Warner Road Holdings, LLC to a 3" Red Pine tree located on the southerly side line of an access road to Warner Road Holdings, LLC;

Thence N 88°00' E a distance of 181' +/- along the access road to a concrete bound on the westerly sideline of Warner Road as relocated;

Thence S 02°00' W a distance of 783'+/- along the westerly sideline of Warner Road, as relocated, to an iron pin at the southeasterly corner of the land herein conveyed and at land now or formerly owned by Warner Road Holdings, LLC;

Thence N 58°00' W a distance of 206 +/- along land of Warner Road Holdings, LLC to the point of beginning.

Said parcel is believed to contain approximately 2.9 acres.

SUBJECT TO: A 20-foot wide electric utility easement conveyed on _____ by the Grantor to Eversource.

MEANING and INTENDING: to describe a portion of the premises conveyed by Eliza J. Montgomery to the State of New Hampshire dated August 24, 1915 and recorded in Book 423, Page 199 Merrimack County Registry of Deeds.

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Jeffrey J. Rose
Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss**

On this _____ day of _____, 2016, Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development 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.

Justice of the Peace/Notary Public
My Commission Expires: _____
(seal or stamp)

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

Date: _____, 2016

Brian Buonamano
Senior Assistant Attorney General
of the State of New Hampshire

This conveyance by the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council at a meeting held in Executive Council Chambers, Concord, New Hampshire on _____, Agenda Item No. _____