



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

AUG19'21 PM 2:30 RCUN



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
July 22, 2021

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to convey a 17.98 +/- acre parcel of state-owned land on the westerly side of NH Routes 16/113 at Pequawket Pond to the Upper Saco Valley Land Trust (USLVT). This parcel falls within the limits of both the Town of Albany and the Town of Conway. This conveyance would be at zero cost, as the site has little to no value but carries stewardship responsibilities which USLVT will assume in perpetuity. The conveyance would be subject to conditions as specified in this request, effective upon Governor and Executive Council approval.

EXPLANATION

The Department acquired this 17.98 +/- acre parcel of state-owned land in 2004 as a mitigation site associated with the Conway By-Pass 11339B project. That project was never completed and has been dissolved by Governor and Executive Council on December 18, 2020. With this conveyance, the USLVT will assume stewardship responsibilities of the Pequawket Pond Mitigation Site. This parcel will be conveyed with the conservation restrictions, as stated in the Department of Environmental Services, Wetlands and Non-Site Specific Permit 2019-03704. In addition, the existing mitigation credits will be used toward the development of the Mount Washington Valley Trails Association Multi-Use Path Project, 41755.

After a departmental review, it was determined that the subject property is surplus to the Department's operational needs and available for disposal and interests.

On June 21, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-020), allowing the Department to convey the parcel to the Upper Saco Valley Land Trust at zero cost.

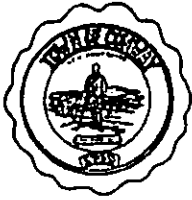
Pursuant to RSA 4:39-c, the Department has offered the property to the Town of Albany and the Town of Conway, and is waiting on their responses.

The Department respectfully requests authorization to convey this parcel of land as noted above.

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments



TOWN OF CONWAY

23 MAIN STREET • P.O. BOX 2680 • CONWAY, NEW HAMPSHIRE 03818

(603) 447-3811
WWW.CONWAYNH.ORG

August 3, 2021

Stephen LaBonte, Bureau Administrator
NH Dept. of Transportation
Bureau of Right of Way
JO Morton Building – Room 100
7 Hazen Drive PO Box 483
Concord, NH 03302-0483

Re: DOT Project #41755
Sale of State Owned Land in Conway

Dear Mr. LaBonte,

On behalf of the Board of Selectmen of the Town of Conway, I am writing in support of the New Hampshire Department of Transportation's transfer of conservation/wetland property to the Upper Saco Valley Land Trust as stewards of the land.

Respectfully,

TOWN OF CONWAY

C. David Weathers
Board of Selectmen

Cc: Adam Smith, Asst. Bureau Administrator

From: Coddington, Paul
Sent: Monday, August 9, 2021 9:55 AM
To: Hayes, Gabrelle
Subject: Sale of State owned land in Albany

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Mr. LaBonte:

Please note the excerpt, below, from the July 28, 2021 Selectmen's Meeting where they vote unanimously that they are not interested in acquiring M8, L44 in Albany from the State of NH and therefore clear the way for the Upper Saco Valley Land Trust (USVLT) to acquire said land.

If you need anything further, please do not hesitate to contact me, at your convenience.

A. Review and discuss notice from NH DOT regarding sale of state owned land in Albany, M8, L44

The Board reviewed the letter from NH DOT regarding the proposed sale of State-owned land in Albany. The Town Administrator noted that she spoke to Stephen LaBonte/Bureau Administrator for NH DOT and was told that this property is part of the points being made up for impacting wetlands for the proposed path/trail from Cranmore to Hemlock and that the Albany parcel is actually parking. It is being offered to Upper Saco Valley Land Trust (USVLT) at no charge because they have the capacity for the stewardship of this parcel, in perpetuity.

Chairperson Golding made a motion to notify NH DOT that the Town has no issue with NH DOT selling the property to USVLT. Selectman Nadler seconded. Motion passed: 3-0-0.

Kelley Collins

Albany Town Administrator
1972-A NH Route 16
Albany, NH 03818
contact@albanynh.org
(603) 447-6038



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

From: Laura J. Davies, Chief Appraiser
Bureau of Right-of-Way
Department of Transportation

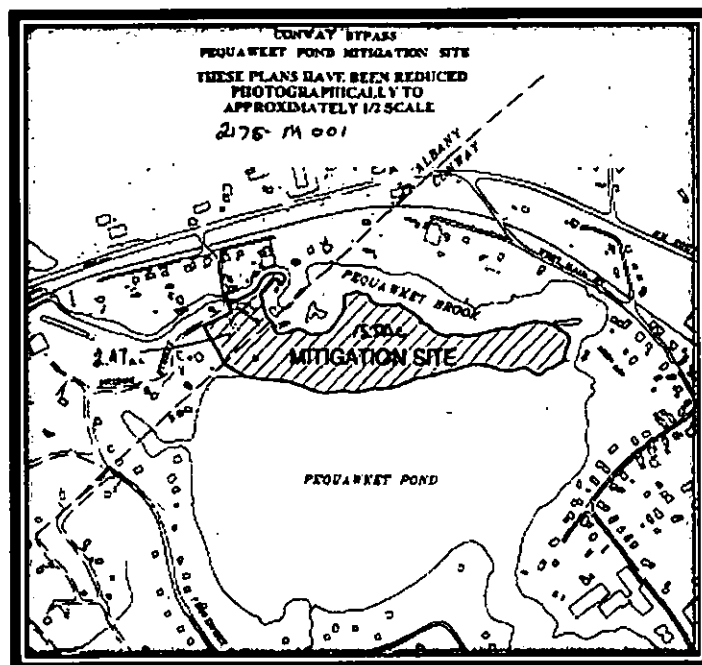
Date: July 16, 2021

To: Stephen G. LaBonte, Administrator, Bureau of ROW

Subject: Opinion regarding any remaining marketable interest in proposed transfer of State of New Hampshire, Department of Transportation owned land on the east side of NH Route 16 in Albany and Conway, NH to the Upper Saco Valley Land Trust

I am writing in response to your request for my opinion regarding the market value of the real property rights that would be transferred via the attached Quitclaim Deed with Conservation Restriction.

The Premises to be transferred consists of two tracts, one in Albany (2.47 acres) and one in Conway (15.51 acres), New Hampshire containing a total of 18 acres, more or less. The parcels are accessible via Bridge Street and front on Pequawket Brook and Pequawket Pond. The land was acquired for mitigation purposes in connection with the Conway 11339A project.



A New Hampshire Department of Environmental Services (NHDES) permit was issued on September 15, 1999, as well as a permit by the Army Corps of Engineers on December 19, 1995 for the construction of the Conway 11339A project. The subject Premises was acquired to serve as wetlands mitigation for wetlands impacts from this project and a 8.76 acre wetland restoration area along the shore of Pequawket Pond was constructed. Only a limited portion of the original scope of work for the Conway 11339A project was constructed, resulting in much less wetland impact and requiring less mitigation area. Approval to allow the use of "excess mitigation credit" was granted from regulatory agencies for the Conway 41755 Recreation Path Project. At that time, it was made clear that no use of remaining "mitigation credit" could be applied to future projects unrelated to the now dissolved Conway Bypass project 11339.

Requirements have been placed on the Premises by a Wetlands and Non-Site Specific Permit #2019-03704 issued by NHDES on August 5, 2020 as mitigation for wetlands impacts from the Conway 41755 Recreation Path Project. This is in addition to the requirements of the earlier permits. The proposed Quitclaim Deed with Conservation Restriction places extensive restrictions on the Premises that bind all existing and future property owners in perpetuity. These restrictions are briefly summarized as follows:

- Premises kept in natural, undeveloped condition – all residential, commercial or industrial activities prohibited.
- Limits conservation and recreation uses so as not to degrade the conservation values of the site or waters
- The tracts must remain together and subdivision is prohibited
- No structures or improvements introduced to the property except under very limited conditions
- No tree, brush, mineral or soil removal or filling or changes to the topography or habitat or wetlands impacts
- Signage is limited in size and nature and only to support of the conservation/non-commercial recreation uses
- No dumping, burning, injection, burial or storage of natural or man-made materials or substances. No use of fertilizers, pesticides, herbicides or poisons except under specific conditions
- No operation of vehicles of any type except emergency vehicles and those necessary to accomplish the archeological, research, educational, conservation, wildlife and non-commercial recreational uses of the Premises
- The Premises shall not be used to satisfy density, frontage, setback or other land use requirements with respect to the development of any other property
- Activities in contravention of the restrictions will be a violation of RSA 482-A and are subject to enforcement under RSA 482-A.
- If the Premises is no longer used in a manner consistent with the conservation restrictions, title to the Premises shall revert to the Grantor.

It is my opinion that the above outlined restrictions and reverter clause, in addition to the restrictions imposed by previous permits and the determination by the relevant regulatory agencies that "mitigation credit" could not be applied to future unrelated projects results in no marketable interest remaining in the subject Premises. The New Hampshire Department of Transportation has concluded that where there is a non-profit organization willing to steward the Premises in perpetuity with the proposed restrictions, the benefit to the Department outweighs whatever minimal value may be remaining in this property. Given the

restrictions and terms of the proposed transfer, there is no market for this property, other than a non-profit organization whose mission aligns with the stewardship of the Premises, as restricted, and could acquire the Premises for no consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laura J. Davies". The signature is fluid and cursive, with the first name "Laura" and last name "Davies" clearly distinguishable.

Laura J Davies, NHCG 529
Chief Right-of-Way Appraiser
New Hampshire Department of Transportation

The within conveyance is a transfer from the State of New Hampshire, and pursuant to RSA 78-B:2(I), it is exempt from the New Hampshire Real Estate Transfer Tax.

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the **STATE OF NEW HAMPSHIRE**, acting through the **Department of Transportation** (the "Grantor", which shall include the plural and, unless the context clearly indicates otherwise, include the Grantor's successors, and assigns), with a principal place of business at of PO Box 483, 7 Hazen Drive, Concord, New Hampshire (03302-0483), for consideration paid, hereby grants in perpetuity with Conservation Easement (the "Easement") to the **UPPER SACO VALLEY LAND TRUST** (the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with a mailing address is PO Box 2233, 111 Main St., Conway, New Hampshire (03818), the following:

Certain parcels of land, not homestead, situated Easterly of NH Route 16, as now travelled, in the Towns of Albany and Conway, County of Carroll, State of New Hampshire, and as shown on a Plan of the Conway, STP-OAW-NHS-DPI-T-X-0153(001), 11339B project, Sheets 91-97 and on a Plan entitled "Boundary Plat of the Land of: Calvin J. Coleman, Drawn by Richard D. Bartlett & Associates, Inc." on file in the records of the New Hampshire Department of Transportation and to be recorded in the Carroll County Registry of Deeds, and also as shown on a "Boundary Plan provided for the State of New Hampshire, Assessors Map 277 Lot 218, Conway, New Hampshire, and Assessor's Map 8 Lot 44, Bridge Street, Albany, New Hampshire", dated October 2012 and prepared by T.F. Bernier, Inc., and as bounded and described as follows:

Tract 1:

A certain parcel of land situated in the Town of Albany, County of Carroll, State of New Hampshire bounded and described as follows:

Beginning at a point on the Northerly side line of Bridge Street (a public right-of-way), said point also being on the Northeasterly corner of the Bridge Street bridge abutment, thence N 69° 30' 15" W three and nine tenths (3.9) meters to a point on the thread of Pequawket Brook, thence Northeasterly with said thread of brook two hundred forty-five (245) meters to a point on the Albany/Conway Town Line, thence S 10° 07' 55" E a distance on sixteen and two hundredths (16.02) meters alongside Town Line to a steel pin to be set, said steel pin being on a Tie Line ninety-three and eighty-five hundredths (93.85) meters N 61° 03' 40" E of first said point, thence S 10° 07' 55" W along said Town Line a distance of one hundred sixteen and five hundredths (116.05) meters to a five hundredths (0.05) meters Dia iron pipe found, then N 88° 50' 10" W a distance of eighty-two and eighty-eight hundredths (82.88) meters to a point, said point being on the Easterly side line of Bridge Street (a public right-of-way), thence N 04° 32' 55" E with said side line a distance of fifty-nine and eighty-seven (59.87) meters to a steel pin, thence N 77° 13' 10" W with said side line a distance of eleven and sixty-five hundredths (11.65) meters to a point to be set, thence N 69° 30' 15" W a distance of thirteen and ninety-five hundredths (13.95) meters to the point of beginning.

Containing two and forty-seven hundredths (2.47) acres, more or less, and being a portion of that real estate recorded April 21, 2004, at the Carroll County Registry of Deeds in Book 2285, Page 123.

Tract 2:

A certain parcel of land situated in the Town of Conway, County of Carroll, State of New Hampshire bounded and described as follows:

Beginning at a point on the Conway/Albany Town Line, said point also being on the thread of the Pequawket Brook, thence Northeasterly and Northerly with said thread of brook a distance of seven hundred sixty-five (765) meters to a point, then S 33° 15' 37" W a distance of nine and forty-three hundredths (9.43) meters to the edge of water being Pequawket Pond and a steel pin to be set, said steel pin to be set, said steel pin to be set, said steel pin being on a Tie Line five hundred fifty-five and seventy-seven hundredths (555.77) meters N 38° 52' 25" E from a steel pin to be set, said pin being sixteen and two hundredths (16.02) meters S 10° 07' 55" W from the point of beginning and being on said Town Line, and a Tie Line six hundred three and fifty-four hundredths (603.54) meters S 29° 05' 00" W of a four hundredths (0.04) meter Dia iron pipe found, thence Easterly and Southeasterly with said edge of water to a point eleven and twenty-seven (11.27) meters N 60° 55' 16" E from last said four hundredths (0.04) Dia iron pipe, thence Southeasterly to said iron pipe, thence S 60° 55' 15" W a distance of forty and eight hundredths (40.08) meters to five hundredths (0.05) meter Dia iron pipe found, said point also being on the Conway/Albany Town Line, thence N 10° 07' 55" W with said Town Line a distance of one hundred thirty-two and seven hundredths (132.07) meters to the point of beginning.

Containing fifteen and fifty-one hundredths (15.51) acres, more or less, and being a portion of that real estate recorded December 22, 1992, at the Carroll County Registry of Deeds in Book 1512, Page 240.

Both Tract 1 and Tract 2 containing, in all, eighteen (18) acres, more or less. Meaning and intending to transfer all of the property obtained by the herein Grantor from Calvin J. Coleman by deed dated May 14, 2004 and recorded in the Carroll County Registry of Deeds on May 17, 2004 at Book 2294, Page 533.

The Easement hereby granted with respect to the Property is as follows:

1. CONSERVATION PURPOSES

This transfer is made subject to the following conservation restrictions on the transferred premises, which shall run with the land and bind all existing and future property owners, as required by and outlined in Mitigation Conditions 34 through 42 of Wetlands and Non-Site Specific Permit # 2019-03704, granted by the New Hampshire Department of Environmental Services (NHDES) on August 05, 2020 to the Mount Washington Trails Association, the terms of such permit being incorporated by reference as if fully outlined herein.

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes ("Purposes"):

- A. Preservation and protection in perpetuity of the Property, subject to the provisions herein, for its wildlife habitat qualities, natural vegetation, soils, hydrology, wetlands, natural habitat and its scenic and aesthetic character so that the Property retains its natural qualities and functions;
- B. Mitigation of environmental impacts, including wetland impacts, from the Conway, STP-OAW-NHS-DPI-T-X-0153(001), 11339B project;
- C. Prevention of any future development, construction, or use that will significantly and negatively impact the conservation values of the Property, while allowing the reserved rights of the Grantor listed under Section 3 below;
- D. The parcel shall be utilized for conservation and outdoor recreational purposes only. The natural

resources on this conservation parcel shall not be removed, disturbed, or altered without prior written approval of NHDES, the Mount Washington Trails Association, and the Grantor;

E. There shall be no placement of fill, construction of structures, or storage of vehicles or hazardous materials on the conservation parcel;

F. Activities in contravention of these conservation restrictions shall be deemed to be a violation of RSA 482-A, and shall be subject to enforcement under RSA 482-A.

2. USE LIMITATIONS

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited.

Without limiting the generality of the foregoing, the following use limitations shall apply to the Property except as otherwise specifically provided by this Easement:

A. The Property shall be maintained in perpetuity, subject to the provisions herein, in an undeveloped and natural condition, so that all residential, industrial or commercial activities in the Property are prohibited, except educational, conservation and low-impact non-commercial recreational activities as described below, and provided that such uses shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion; also provided that such permitted activities shall not significantly and negatively impact the conservation values of this Property.

B. The Property shall not be subdivided and none of the individual tracts that together comprise the Property shall be conveyed separately from one another.

C. No structure or improvement, shall be constructed, placed, or introduced onto the Property; EXCEPT,

- i. ancillary structures and improvements including, but not limited to, a fence, culvert, or wildlife nest may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the a conservation, or non-commercial pedestrian outdoor recreational uses of the Property and provided that they are not detrimental to the scenic, recreational, wildlife habitat protection purposes of this Easement.
- ii. unpaved pedestrian trails and wildlife blinds may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish low-impact non-commercial recreational use of the Property;
- iii. any such ancillary structure or improvement shall be constructed in a manner that are not detrimental to the conservation purposes of this Easement.

D. No removal of trees, brush, minerals, gravel, sand, topsoil, nor filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat, except to eliminate existing, potential or future safety hazards, shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the conservation, habitat management, or non-commercial pedestrian outdoor recreational uses of the Property;
- ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;
- iii. do not impact wetland soils or hydrology; and
- iv. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured and such notices as may be required under Section 9 shall be delivered.

E. No outdoor signs shall be displayed on the Property except as desirable or necessary in the accomplishment of the conservation, or non-commercial pedestrian outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No signs shall be artificially illuminated.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.C, D, or E, above.

G. There shall be no dumping, spreading, filling, injection, burning, burial or storage of any waste, refuse, debris, junk, or natural or man-made materials or other similar substances whatsoever in or on the Property.

H. There shall not be conducted on the Property any industrial or commercial activities.

I. There shall be no use of pesticides, herbicides (except in the control of invasive plants prohibited by the NH Department of Agriculture, and contingent on the issuance of a permit from the Division of Pesticide Control for their application in accordance with applicable federal and state laws and regulations), poisons, biocides or fertilizers (except as otherwise accepted practice and recommended by the NH Department of Agriculture and UNH Cooperative Extension), draining of wetlands, or burning of marshland that would cause disturbances or changes in the natural habitat of the premises.

J. There shall be no manipulation or alteration of the natural watercourses, lakeshore, marshes or other water bodies, nor shall any uses of activities upon the Property be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.

K. There shall be no operation of vehicles, snowmobile, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles or any other type of motorized vehicle upon the Property, EXCEPT emergency vehicles and those vehicles associated with and necessary to accomplish educational, conservation, low-impact non-commercial recreational or wildlife management uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

L. Existing roads and parking areas as identified in the baseline documentation may be retained and used, but must be maintained to minimize degradation of water quality and aquatic habitat.

M. The Property shall in no way be used to satisfy the density, frontage, setback or other requirements of any applicable zoning ordinance or subdivision regulations with respect to the development of any other property

3. RESERVED RIGHTS OF THE GRANTOR

Grantor retains the right to undertake or continue any activity or use of the Property consistent with the Purposes this Easement as defined in Section 1 above and not otherwise prohibited by this Easement.

A. The Grantor must notify the Grantee in writing at least fifteen (15) days before any significant exercise of the reserved rights below. The notice shall describe the nature, scopes design, location, timetable and any other material aspect of the proposed activity in sufficient detail to allow the Grantee to evaluate the proposed activity with the Purposes of this Easement.

B. It is expressly understood and agreed that this Easement does not grant or convey to the members of the general public any rights of ownership, entry or use of the Property. This Easement is created solely for the protection of the Property, and the Grantor reserves the ownership of the fee simple estate and all remaining rights, including without limitation the right to exclude the general public and the right to use the Property for all purposes consistent with this Easement. The general public may access the Property only through the auspices of the Grantor, which may allow the general public to participate in limited, low-impact non-commercial recreational activities on the Property. Prohibition of public access is the

responsibility of the Grantor by erection of "No Trespassing" signs around the Property in accordance with RSA 635:4 or other public trespass laws and regulations. Posting by the Grantor does make the Grantee responsible to enforce such posting. Such enforcement is subject to local or State law enforcement, as provided by State law.

4. AFFIRMATIVE RIGHTS OF THE GRANTEE

To accomplish the Purposes of this Easement, the following rights are conveyed to Grantee:

- A. The Grantee and its agents shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement, to exercise the rights conveyed hereby and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. The Grantee shall have the right, but not the obligation to mark and maintain the boundaries of the Easement.
- C. If the Grantor permits the general public to participate in limited, low-impact non-commercial recreational activities on the Property, the Grantee agrees to cooperate with the Grantor to limit allowed public access and use of the Property, if the public use is not consistent with the Purposes or stewardship goals of this Easement.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing, in the manner required by Section 9 below, at least thirty (30) days before the transfer of title to the Property. In any deed conveying any interest in the Property, Grantor shall refer to this Easement and shall state that the provisions of this Easement are binding upon all Successors in interest to the Property in perpetuity.
- B. The Grantee shall be under no obligation to maintain the Property or to pay any taxes or assessments thereon.

6. BENEFITS AND BURDENS

- A. This Easement preserves the Property in fulfillment of the legal obligations arising as a result of the improvements known as the Conway, STP-OAW-NHS-DPI-T-X-0153(001), 11339B project, including all projects associated with the Conway Bypass improvements. In the event that the federal or state approvals requiring the preservation of the Property are found invalid or improper by a court or other body with competent jurisdiction, this Easement shall be voidable at the sole election of the Grantee within one year after any such approval is found to be invalid or improper. Said Easement shall otherwise run concurrently with the validity of the corresponding approvals or permits for the construction of said improvements. The remaining provisions of this paragraph are expressly subject to the above provisions of this paragraph, and this Easement shall not be construed so as to negate the above provisions of this paragraph. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. If at any time it becomes impossible for the Grantee to ensure compliance with the restrictions and covenants of this Easement, or if the Grantee ceases to exist, then the Grantee's rights and duties under this Easement shall become vested in full and fall upon any other entity as outlined in 6.A. above to which such rights and duties may be awarded by a court of competent jurisdiction under the doctrine of *cy pres*.

7. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, subject to the provisions herein, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement or any portion thereof granted hereunder under the doctrine of "merger" or any other legal doctrine.

8. BREACH OF EASEMENT

A. When the Grantee discovers a violation of this Easement, or conduct by anyone inconsistent with this Easement, the Grantee shall notify the Grantor of such violation or conduct, in the manner required by Section 9 below. When the Grantor discovers a violation of this Easement, conduct by anyone inconsistent with this Easement, the Grantor should voluntarily notify the Grantee of such violation or conduct in the manner required by Section 9 below. These notices must be delivered within a reasonable time.

B. The Grantee and Grantor reserve the right, together or separately to pursue all legal remedies against any party responsible for any actions detrimental to the Purposes of this Easement.

C. The Grantee shall have the right to enforce this Easement by appropriate legal means, including injunctive and other equitable relief, such as relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

D. Nothing contained in this Easement shall entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters, or from any prudent action taken by the Grantor under emergency conditions to prevent or mitigate significant injury to the Property from such causes.

E. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair the Grantee's rights or remedies or be construed as a waiver.

F. The Grantee, by its acceptance of this Easement does not undertake any liability or obligation relating to the condition of the Property.

G. The Commissioner of the New Hampshire Department of Environmental Services (NHDES) shall have standing to seek mandamus or such other relief against any party, who has not, in the Commissioner's opinion, taken steps required by this Easement to adequately preserve and protect the Purposes of this Easement.

9. NOTICES

All notices, requests and other communications required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

10. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby, nor shall the remainder or the provisions of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement is delivered.

IN WITNESS WHEREOF, I have hereto under set my hand this ____ day of ____, 2021.

[*name of Duly Authorized Grantee*]
Upper Saco Valley Land Trust

THE STATE OF NEW HAMPSHIRE
COUNTY OF _____

Personally appeared the above individual, and acknowledged the foregoing instrument as the Grantee's duly authorized voluntary act and deed, and acknowledged and affirmed the authority to act on behalf of Grantee, before me this ____ day of ____, 2021.

Notary Public/Justice of the Peace
My Commission Expires: _____

The Grantor hereby affirms that (1) he is the sole owner of the Property in fee simple and has the right to grant and convey this Conservation Easement, and (2) this Easement is conveyed subject to all easements of record.

Nothing in this Easement shall be interpreted as a waiver of the State's sovereign immunity.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By:
Victoria Sheehan, Commissioner
Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on _____, 2021 by Victoria Sheehan, as
Commissioner of the State of New Hampshire Department of Transportation.

Notary Public/Justice of the Peace
My commission expires:

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

~~11339B~~ 21-020

FROM: Stephen G. LaBonte
Administrator

DATE: May 21, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Albany/Conway
RSA 4:39-c

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

Approved by the Long
Range Capital Planning
and Utilization Committee
June 21, 2021

REQUESTED ACTION

1. The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to convey 17.98 +/- acres of State owned land, located on the westerly side of NH Route 16/113, at Pequawket Pond to the Upper Saco Valley Land Trust (USVLT). This conveyance would be at zero cost, as the site has little to no value but carries stewardship responsibility which the USVLT will assume in perpetuity. The sale would be subject to conditions as specified in this request.
2. Pursuant to RSA 4:40, III-a, the New Hampshire Department of Transportation requests the Long Range Capital Planning and Utilization Committee waive the \$1,100 administrative fee.

EXPLANATION

The Department acquired this 17.98 +/- acres of State owned land in 2004 as a mitigation site associated with the Conway By-Pass 11339B project. That project was never completed and has been dissolved at the Governor and Executive Council meeting on December 18, 2020. With this conveyance, the USVLT will be taking over the stewardship responsibilities of the Pequawket Pond Mitigation Site from the Department. This parcel will be conveyed with conservation restrictions, as stated in the Department of Environmental Services, Wetlands and Non-Site Specific Permit 2019-03704. In addition, the existing mitigation credits will be used toward the development of the Mount Washington Valley Trails Association Multi-Use Path Project, 41755.

The Department proposes to convey this land, at zero cost, as the Stewardship mitigation responsibilities far exceeds the value of these wetlands. As this is a no cost transaction, the Department will also be waiving the \$1,100.00 administrative fee.

Pursuant to RSA 4:39-c, the Department will offer the property to the Town of Albany as well as the Town of Conway.

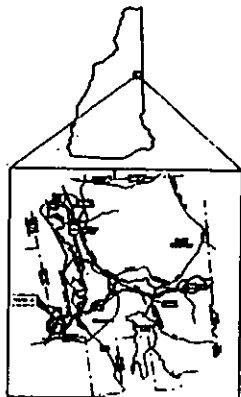
The Department respectfully requests authorization to convey the subject parcel as outlined above.

SGL/SJN/
Attachments

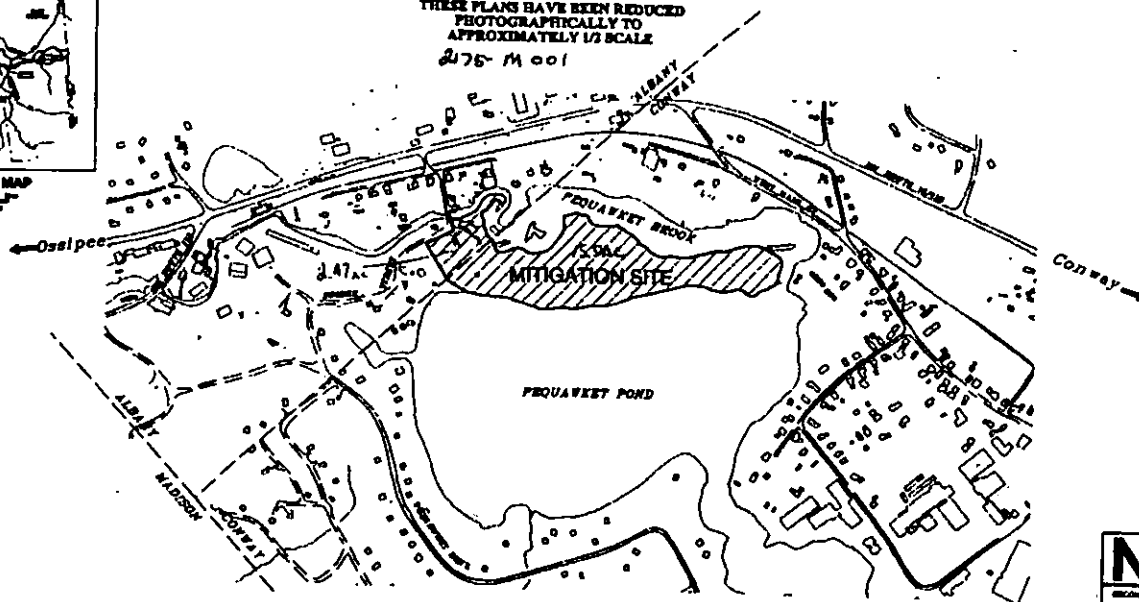
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY PLANS
OF PROPOSED FEDERAL AID PROJECT

QAW-NED-001-T-112222
N.H. PROJECT NO. 1122-2
FOR N.H. CONSTRUCTION PROJECT 1122-2
CONWAY STAGE
PEQUAVKET POND MITIGATION SITE
THESE PLANS HAVE BEEN REDUCED
PHOTOGRAPHICALLY TO
APPROXIMATELY 1/2 SCALE
2075-11001



LOCATION MAP
1:10,000
1975-11001



TOWNS OF ALBANY & CONWAY
COUNTY OF CARROLL

SCALE: 1:4000

METRIC

INDEX OF SHEETS

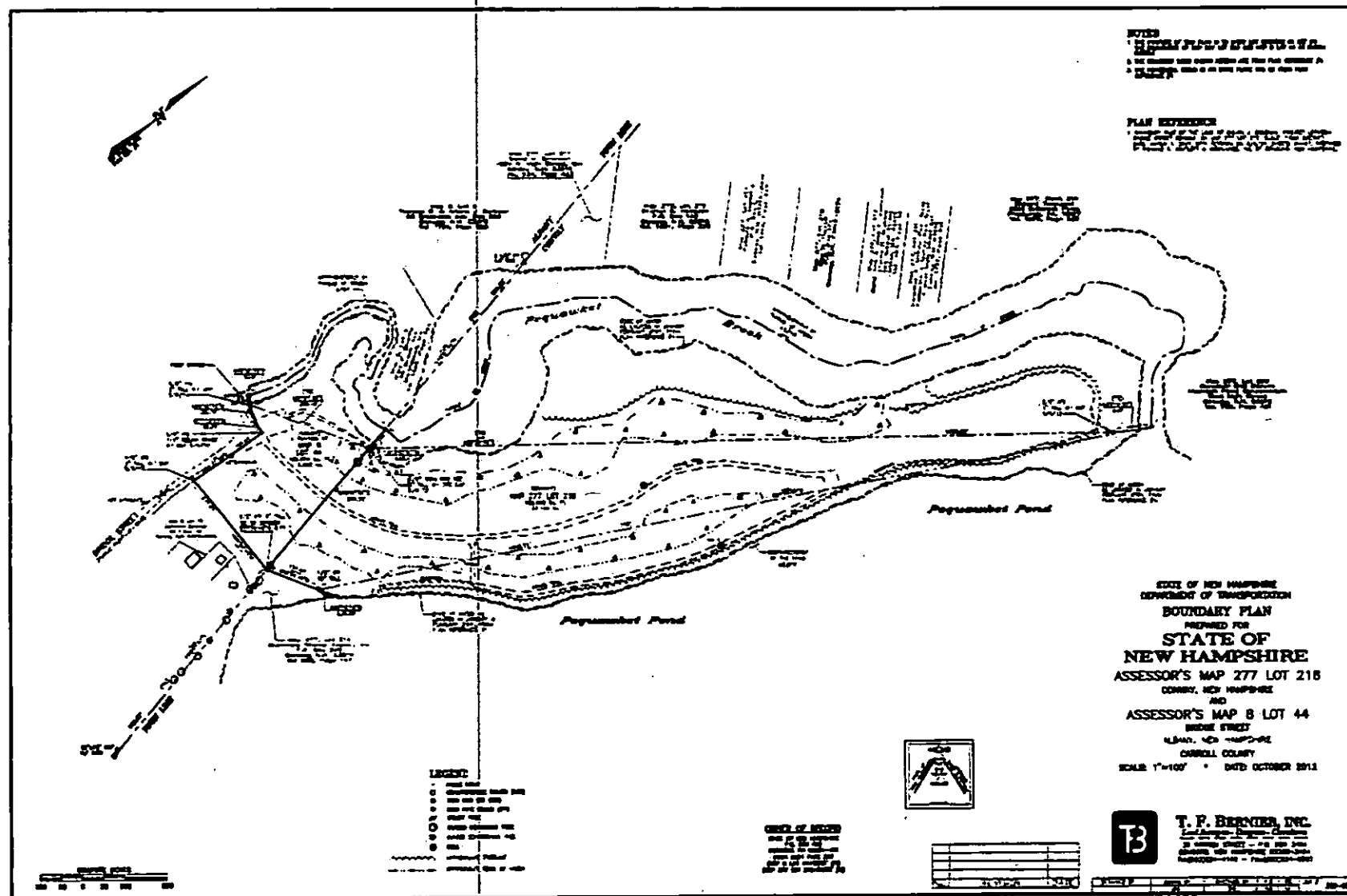
91	FRONT SHEET
92-93	STANDARD SYMBOLS
94-97	R.O.W. PLANS

FOR CONSTRUCTION DETAILS - SEE THE CONSTRUCTION PLANS

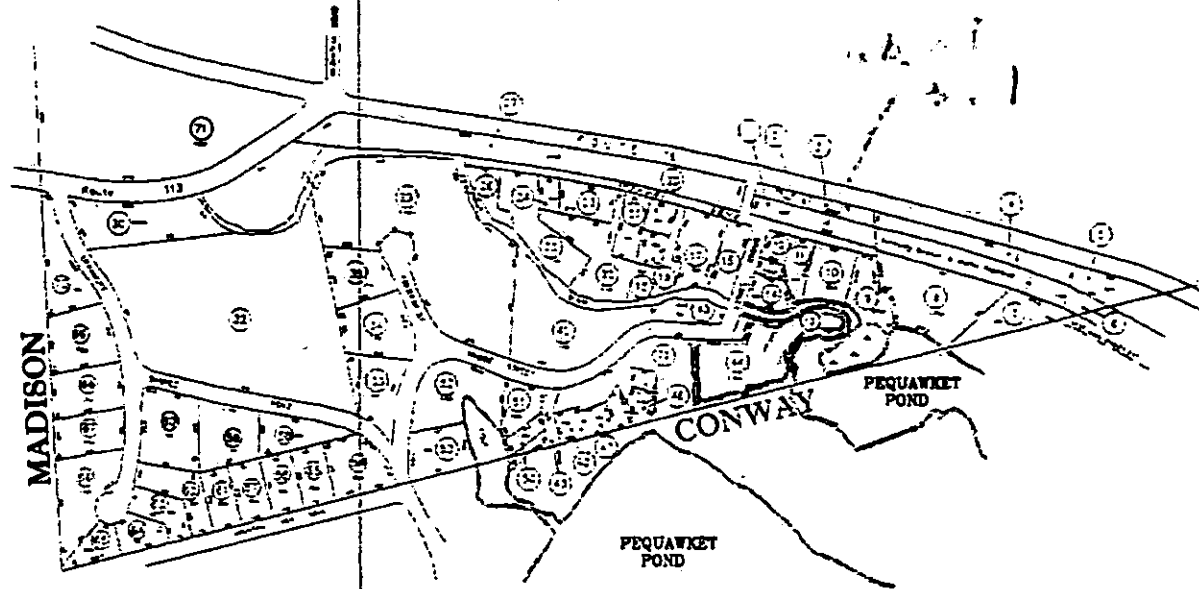
NHDOT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
DESIGNED BY: <i>[Signature]</i>	CHIEF: <i>[Signature]</i>
APPROVED BY: <i>[Signature]</i>	CHIEF: <i>[Signature]</i>
APPROVED BY ADMINISTRATOR, BUREAU OF RIGHT-OF-WAY	
ADMINISTRATOR: _____	DATE: _____
PLAN SHEET NO. _____	DATE SHEET NO. _____
SCALE: 1:4000	DATE: _____

PLANS PROVIDED BY
RICHARD D. BARTLETT
D. & B. ENGINEERS, INC.
1000 N. Rte. 101
Concord, N.H. 03301
Tel: 603/225-1111
Fax: 603/225-1112





MAP 7



THIS MAP IS FOR RECORDING PURPOSES ONLY
IT IS NOT VALID FOR LEGAL DESCRIPTION OR
CONVEYANCE

MAPS HERE SHOWN ARE SHOWN AS THEY APPEAR

PRODUCED BY

Thaddeus Thorne-Surveys, Inc.

2000 S. 1000 E. 1000 N.
ALBANY, N.H. 05717

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LEGEND

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AND RETRIEVAL SYSTEM, WITHOUT
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THE PUBLISHER

APPROXIMATE SCALE 1" = 500'

0 100 200 300 400 500

0 100 200 300 400 500

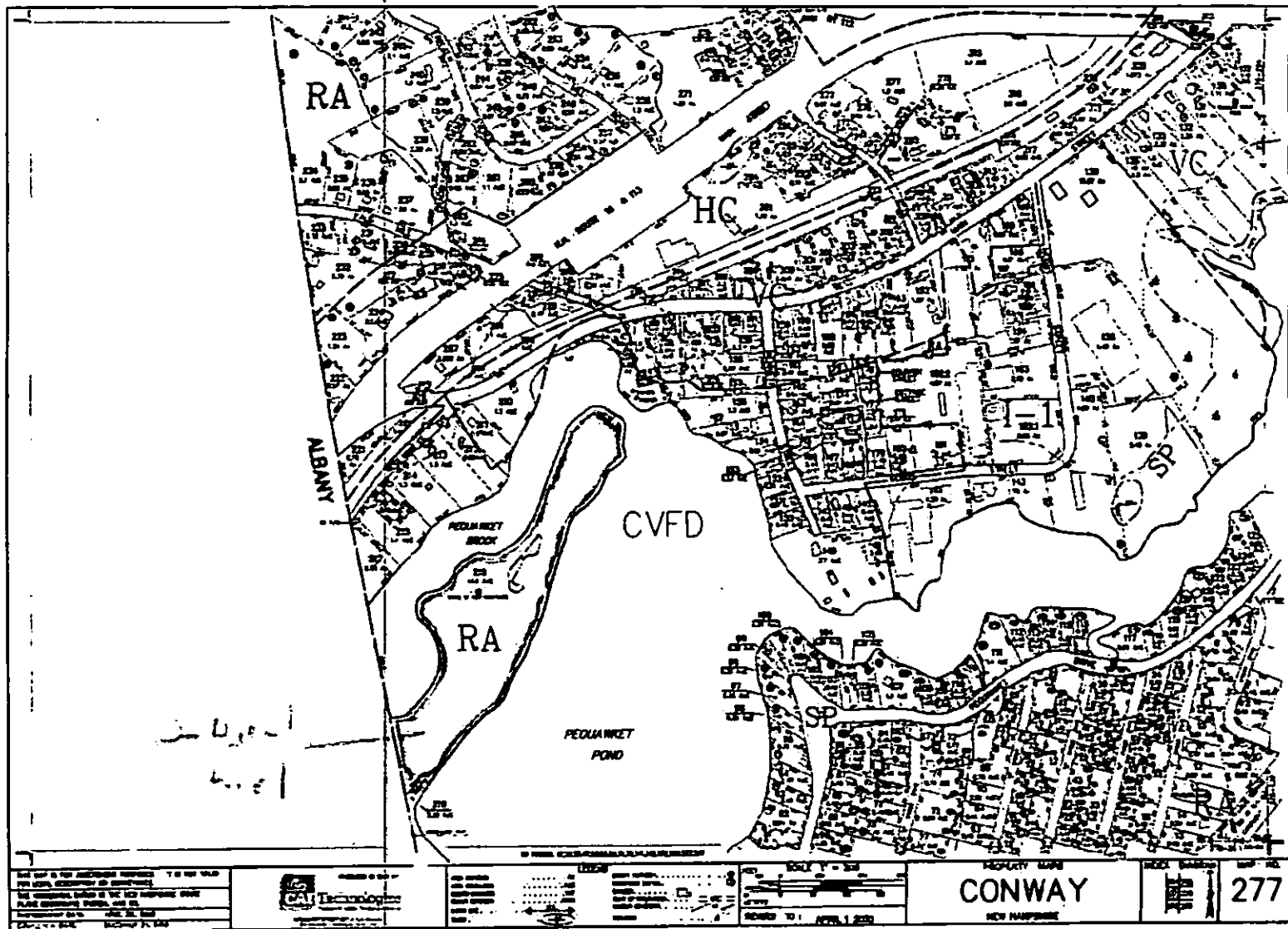
THIS MAP

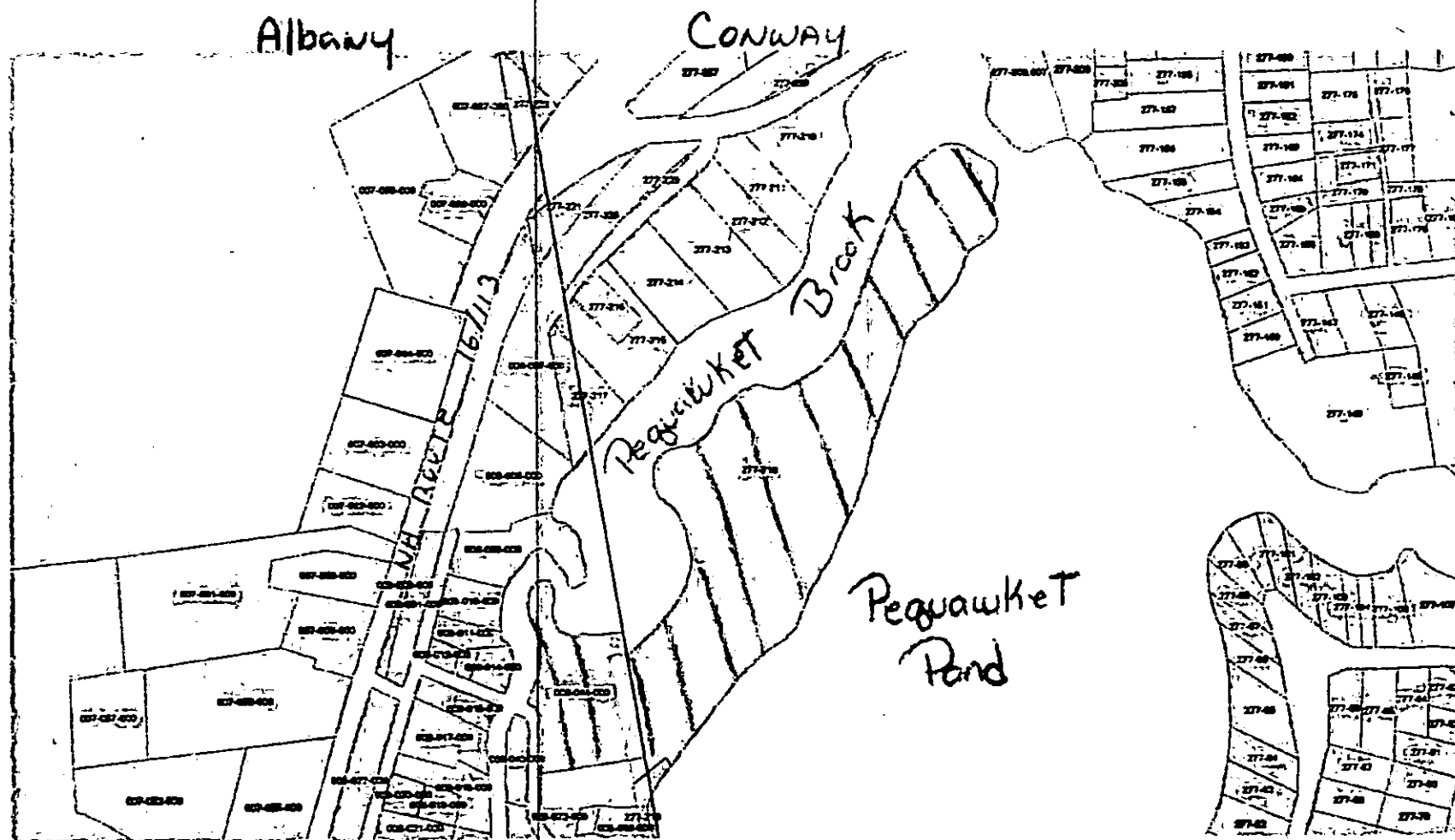
ALBANY

NEW HAMPSHIRE

SHEET

8







Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #21
Date 12/18/20



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
November 2, 2020

INFORMATIONAL REPORT

The New Hampshire Department of Transportation has taken steps to formally dissolve the layout of the Conway Bypass Project # 11399.

Incremental segments of the overall project have been constructed including upgrades to US 302/NH16 and the construction of the North South Local Road. These elements have improved overall traffic flow through the area. Additionally, the 25 year projected traffic volumes through the area have not increased as was anticipated in 1993. Furthermore, due to financial constraint and prioritization, the Conway Bypass has not been fully funded in the States Ten Year Plan for a number of iterations, carrying only token placeholder status. The recently approved 2021-2030 Ten Year Transportation Improvement Plan, which was signed into law this summer, eliminated any and all reference to the Conway Bypass.

The Department has conducted public outreach in advance of this action. The status and outlook for the project has been discussed widely through the Ten Year Plan Public Hearings. On October 11, 2017, the Department hosted a public meeting to discuss the outlook for the project with the majority of sentiments recognizing the difficulties with constructing the Bypass and desiring a final determination as to its fate. Additionally, the Department has had direct correspondence on September 4, 2020, with the Communities involved regarding this intended dissolution and have received no contrary feedback.

The Department of Justice has determined that there is no "legislative procedure to dissolve a project and that the DOT Commissioner has this authority".

Therefore, the Department is dissolving the layout established for Conway Bypass Project # 11399.

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/SGL/sjn
Attachments

[illegible]



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

September 4, 2020

Town of Conway
Board of Selectman
1634 East Main Street
Center Conway, New Hampshire 03813

Re: Conway Bypass
Project # 11339

Dear Selectmen:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25 year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

I believe it is generally acknowledged and understood, and has been for some time, that realistically there are not resources and wherewithal to advance the Conway Bypass project. As a result, during the development of the 2021-2030 Ten Year Transportation Improvement Plan, signed into law this summer, the Conway By-pass project was removed from the Ten Year Plan. Now that the project is no longer in the Ten Year Improvement Plan, the disposition of the corridor needs to be finally and formally decided. Accordingly, the Department will advance a request to the Governor and Executive Council to formally dissolve the project layout. Dissolving the project will remove the cloud of uncertainty over the community and allow the Department to begin the process of disposing of properties acquired for the project, thus allowing them to be placed back on the Town's tax roll.

The community's patience over the past several years has been appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

CC: Sen. Jeb Bradley
Rep. Thomas L. Buco
Rep. Harrison Kanzler
Rep. Stephen L. Woodcock
Michelle Moren-Grey, North Country Council



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

September 4, 2020

Town of Madison
Board of Selectman
P.O. Box 248
Madison, New Hampshire 03849

Re: Conway Bypass
Project # 11339

Dear Selectmen:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25 year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

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Victoria F. Sheehan
Commissioner

CC: Sen. Jeb Bradley
Rep. Jerry L. Knirk
Rep. Susan J. Ticehurst
Michelle Moren-Grey, North Country Council



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

October 22, 2020

City of Berlin
City Councilors
168 Main Street
Berlin, NH 03570

Re: Conway Bypass
Project # 11339

Dear Councilors:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25-year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

The current draft Ten Year Plan, presently before the Legislature, does not include the Bypass project, nor has the project been appropriately funded for over the last 10 years. I believe it is generally acknowledged and understood, and has been for some time, that there are realistically no resources and the wherewithal to construct the Conway Bypass, and as such the disposition of the corridor needs to be finally and formally determined. Accordingly, the Department will present a resolution to the Governor and Executive Council to formally dissolve the project layout. Dissolving the project layout will remove the cloud of uncertainty over the community and allow the Department to begin the process of disposing the properties acquired for the project, thus allowing them to be placed back on the Town's tax roll.

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Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

cc: Sen. David Starr
Rep. Larry Laflamme
Rep. Henry Noel
Rep. Yvonne Thomas
Michelle Moren-Grey, North Country Council



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

October 22, 2020

Town of Jackson
Board of Selectman
Po Box 268
Jackson, NH 03846

Re: Conway Bypass
Project # 11339

Dear Selectmen:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25-year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

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Victoria F. Sheehan
Commissioner

cc: Sen. Jeb Bradley
Rep. Anita Burroughs
Rep. Edward Butler
Michelle Moren-Grey, North Country Council



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

October 22, 2020

Town of Gorham
Board of Selectman
20 Park Street
Gorham, NH 03581

Re: Conway Bypass
Project # 11339

Dear Selectmen:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25-year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

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Sincerely,

Victoria F. Sheehan
Commissioner

cc: Sen. David Starr
Rep. William Hatch
Michelle Moren-Grey, North Country Council



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

October 22, 2020

Town of Bartlett
Board of Selectman
56 Town Hall Road
Intervale, NH 03845

Re: Conway Bypass
Project # 11339

Dear Selectmen:

I write to inform you of the New Hampshire Department of Transportation's intent regarding the future of the Conway Bypass Project. As you may know, on October 11, 2017, the Department hosted an informational meeting to discuss the outlook of the Conway Bypass. As discussed at the meeting, the 25-year projected traffic volumes through the corridor have not increased as was anticipated in 1993. Upgrades to US Route 302/NH Route 16, as well as the construction of the North South Local Road have improved the overall traffic flow through much of the area.

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Commissioner

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Rep. Anita Burroughs
Rep. Edward Butler
Michelle Moren-Grey, North Country Council