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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

July 24, 2014

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

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

REQUESTED ACTION

Accept on behalf of the State of New Hampshire, pursuant to RSA 4:29, a temporary construction easement on land along Sheep Davis Road (NH Route 106) in Pembroke owned by Genrose LLC, a Connecticut limited liability company, at no cost to the State, for the purpose of constructing and installing a subsurface water line to pass beneath Sheep Davis Road and supply water to the New Hampshire Army National Guard Regional Training Institute currently under construction on the opposite side of Sheep Davis Road.

EXPLANATION

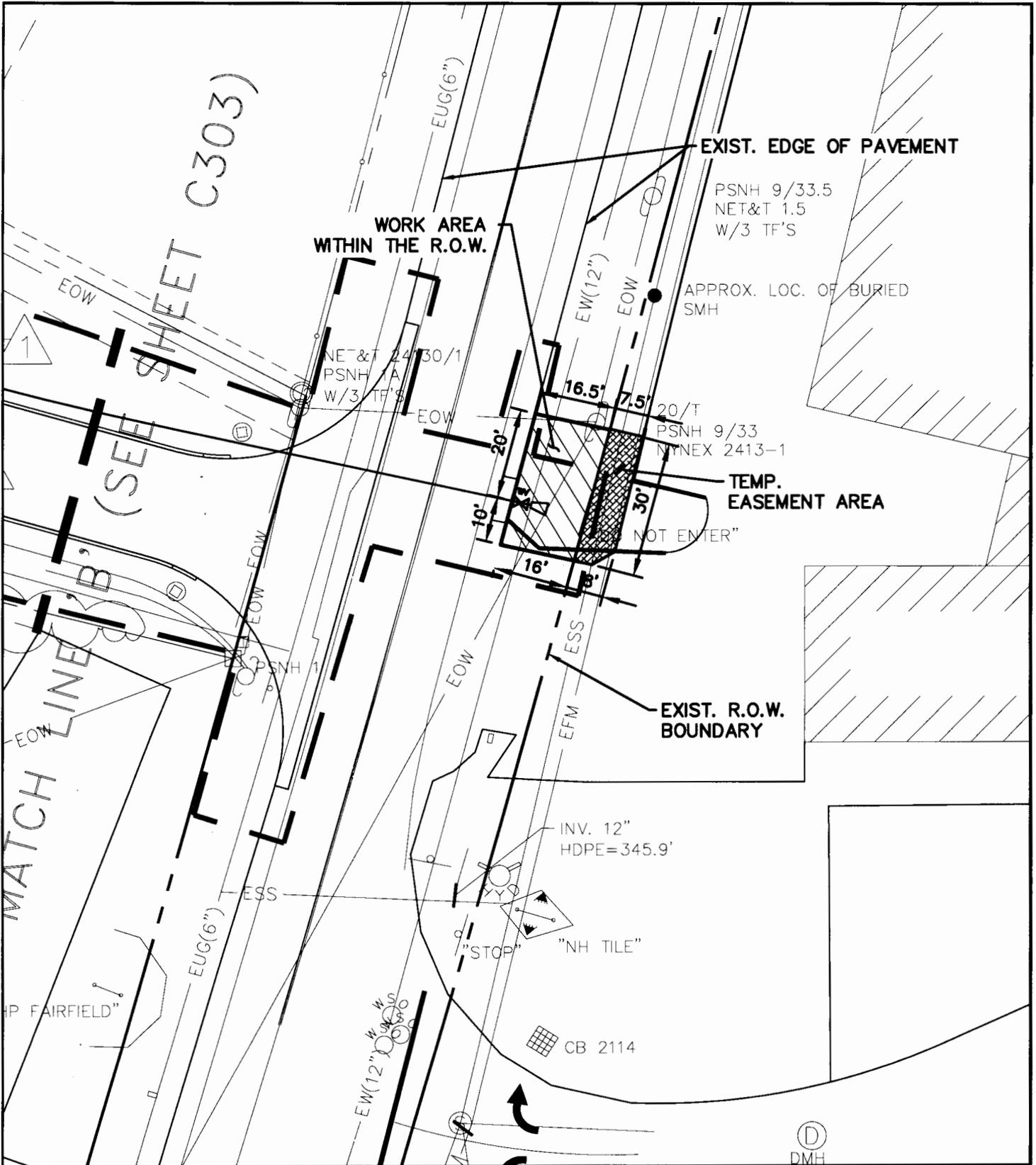
The New Hampshire Army National Guard Regional Training Institute (the "RTI Facility") is resuming construction on land owned by the State of New Hampshire at 722 Riverwood Drive in Pembroke, New Hampshire (the "RTI Parcel"). The RTI Parcel has access frontage along the west side of Sheep Davis Road directly opposite land owned by Genrose LLC (the "Genrose Parcel"). The primary water main for the neighborhood runs within the Sheep Davis Road right-of-way along its eastern edge. Water supply needs for the RTI Facility require the installation of a new water line to cross beneath Sheep Davis Road from a water main tie-in immediately adjacent to the Genrose Parcel. The Sheep Davis Road right-of-way is too narrow to accommodate the proposed construction without substantial disruption of vehicular traffic flow on Sheep Davis Road. By using a small portion of the Genrose Parcel for temporary placement and storage of equipment and materials, the proposed water line can be constructed and installed by horizontal drilling with minimal disruption to Sheep Davis Road.

The Department of Administrative Services, at the request of its Bureau of Public Works, has been working for several months with Genrose LLC to obtain a temporary construction easement on the Genrose Parcel. Recently the Department received from Genrose LLC a fully executed term easement deed having an expiration date of July 31, 2015, which grants the rights needed to commence construction.

The effectiveness of the easement rights shall commence upon acceptance by the Governor and Executive Council and shall continue until July 31, 2015.

Respectfully submitted,

Linda M. Hodgdon
Commissioner




Bureau of Public Works
 Seven Hazen Drive
 Concord, NH 03302
 Tel. (603) 271-3516
 Fax. (603) 271-3515

RTI READINESS CENTER
PEMBROKE, NEW HAMPSHIRE
TEMP. EASEMENT CONFIGURATION

DRAWN BY: SAJC SCALE: 1"=30' DATE: 4/4/14

PROJECT No.
 80342
 CONTRACT G
ESMT-1
 REVISION: 



KTI PARCEL

GENROSE PARCEL



Return to:

State of New Hampshire

Department of Administrative Services

Attn: Jared Nylund, Real Property Asset Manager

25 Capitol Street, Room 113A

Concord, NH 03301

COPY
EASEMENT DEED

GENROSE LLC, a Connecticut limited liability company with a mailing address of 234 Middle Street, Middletown, Connecticut 06457 (the "Grantor"), for consideration paid grants to the **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:29, as authorized by the Governor and Executive Council on _____, 2014 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (collectively, together with its successors and assigns, the "Grantee"), with quitclaim covenants, the temporary right and easement to enter and occupy, and to place, operate, and store tools, equipment, and materials upon, Grantor's land situated at 95 Sheep Davis Road (NH Route 106), Pembroke, New Hampshire (the "Premises"), and to excavate one or more pits thereon and conduct such other activities as are reasonably necessary to complete the construction and installation of a new water line beneath New Hampshire Route 106, and to connect it to the existing subsurface water main located within the Route 106 right-of-way adjacent to the Premises, the portion of the Premises to be subject to said rights being more particularly described as follows (the "Easement Area"):

Beginning at a point in the western boundary of the Premises along the eastern side of Sheep Davis Road (New Hampshire Route 106) within approximately 5 feet southeasterly from existing utility pole #33, said point being approximately 16.5 feet easterly from the existing eastern edge of the pavement of said Sheep Davis Road;

Thence easterly a distance of approximately 7.5 feet to a point approximately 24 feet easterly from the existing eastern edge of the pavement of said Sheep Davis Road, said point being on the existing western edge of the paved parking lot situated on the Premises along Sheep Davis Road;

Thence southerly a distance of approximately 30 feet along a line formed by the existing western edge of said parking lot and continuing to a point in the south driveway entrance to said parking lot, said point being within approximately 5 feet southerly from the existing northern edge of said driveway;

Thence westerly a distance of approximately 8 feet to a point in said driveway, said point being in the western boundary of the Premises along the eastern side of said Sheep Davis Road approximately 16 feet easterly from the existing eastern edge of the pavement of said Sheep Davis Road and within approximately 3 feet southerly from the existing northern edge of said driveway;

Thence northerly a distance of approximately 30 feet along said Sheep Davis Road to the point of beginning.

The foregoing is intended to describe the "Temp. Easement Area" depicted on a certain site plan detail entitled "Temp. Easement Configuration, RTI Readiness Center, Pembroke, New Hampshire, Project No. 80342, Contract G" dated April 4, 2014, prepared by the New Hampshire Bureau of Public Works (the "Plan"), except that the southeastern corner of the area described above shall be excluded from the Easement Area as shown on the Plan. A conforming copy of the Plan has been provided to the Grantor and is on file with the Grantee.

Meaning and intending to describe and convey an easement over those premises conveyed to Grantor by Deed of Robert H. and Nancy J. Smethurst, as Trustees of the 95 Sheep Davis Road Realty Trust u/t/d

February 24, 2005, dated October 3, 2013 and recorded in the Merrimack County Registry of Deeds at Book 3414, Page 3.

The Grantee shall have a temporary, uninterrupted, and unobstructed non-exclusive easement, right of entry, and right of way in, under, across, and over the Easement Area for the purpose of constructing, installing, and inspecting a water line, together with its associated pipes, valves, and equipment, which water line will run beneath New Hampshire Route 106 to Grantee's land situated on the opposite (westerly) side of said Route 106 from the Grantor's land, said Grantee's land having a street address of 722 Riverwood Drive, Pembroke, New Hampshire. The Grantee shall have the right to remove trees, bushes, undergrowth, pavement, retaining walls, and other obstructions interfering with the activities authorized herein, to excavate pits, trenches, or access holes, to drill a horizontal subsurface passway beneath said Route 106 to accommodate the water line to be installed, to move, store, and utilize personnel, motor vehicles, machinery, equipment, and materials within and across the Easement Area in order to accomplish the activities authorized herein, and to take such other actions as may be necessary, useful, or convenient for the enjoyment of the easement rights herein reserved, including, without limitation, to pass and repass over and across the Premises to and from the Easement Area with personnel, motor vehicles, machinery, equipment, and materials; provided, however, that the Grantee shall make reasonable efforts to minimize such travel or movement over and across the Premises. The Grantee shall make reasonable efforts to backfill, repair, and restore, to the extent possible, the land disturbed in connection with the exercise of the easement rights granted herein, and to return the Easement Area to the same condition that existed immediately prior to the date hereof. The Grantee shall not obstruct the Grantor's parking lot or driveway, except for the small portion of the driveway included within the Easement Area. However, the Grantee shall not utilize such area in any manner that would affect normal vehicular use of the driveway. Prior to beginning work, the Grantee shall clearly mark the boundaries of the Easement Area on the ground with paint, flagging, or some other non-permanent means. Any horizontal drilling shall occur, and all water pipes and related facilities shall be installed, entirely within the Route 106 right-of-way abutting the Easement Area and not within the Easement Area, itself.

The temporary rights and easement granted hereby shall expire by operation of this instrument on July 31, 2015.

The Grantor shall have the right to freely use and enjoy its interest in the Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this Easement. At all times during the effectiveness of this Easement, the Grantor shall not interfere with the easement rights reserved herein, including conducting any activity that would impede or prevent the water line construction activities contemplated hereby or constructing any buildings or other permanent structures within the

Easement Area aside from landscaping, drainage structures, overhead utility lines, or other improvements unlikely to endanger or interfere with the purpose of this Easement.

The easement rights and obligations reserved hereunder shall run with the land.

The premises transferred hereby are not homestead property.

Pursuant to Rev 802.03(b), this transfer is exempt from the real estate transfer tax imposed by RSA Chapter 78-B.

WITNESS the hand(s) and seal(s) of the Grantor(s) this 16th day of July, 2014.

COPY
GRANTOR
GENNARO LLC

WITNESS: [Signature]

By: [Signature]

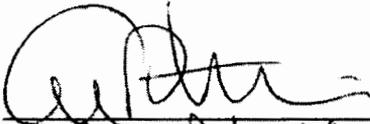
Gennaro Martorelli, Member

Duly Authorized

STATE OF CT
COUNTY OF Middlesex

On this 16th day of July, 2014, personally appeared the above-named Gennaro Martorelli, known to me (satisfactorily proven) to be the person whose name is subscribed to

the foregoing instrument, and acknowledged that he is a duly authorized Member of Genrose LLC and that he executed the foregoing instrument for the purposes therein contained.



Andrea P. Atkins
Notary Public / Justice of the Peace

My Commission Expires: 12/30/16

(SEAL)

COPY