

JLR 89



STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

December 30, 2020

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

REQUESTED ACTION

Pursuant to RSA 216-A:3 and RSA 227-H:3, I, authorize the Department of Natural and Cultural Resources to **Retroactively** amend acquisition of the fee title to 33.40 +/- acres in the Town of Warner (Tusoni Property) from the Law Office of Kyle McDonald, PLLC (VC #304335), acting as agent for Lawrence Tusoni, Owner, in the amount of \$40,000 by extending the closing date from December 31, 2018 to March 2, 2021 effective upon Governor and Executive Council approval. The original request to acquire this property was approved by Governor and Executive Council on December 5, 2018, Item #60. 50% Federal Funds and 50% Other Funds (Agency Income).

Funding is available in accounts, Parks Administration and LW Conserve Fund Grants, as follows:

	<u>FY 2021</u>
03-035-035-351510-37010000-033-500150 - Land Acquisition and Easement	\$20,000
03-035-035-351510-37170000-033-500150 - Land Acquisition and Easement	<u>\$20,000</u>
<i>Total:</i>	\$40,000

EXPLANATION

Acquisition of the Tusoni Property was previously approved by the Governor and Executive Council at its December 5, 2018 meeting. However, following that approval, the land transaction was not completed by the closing date of the Purchase and Sale Agreement (P&S) due to unanticipated title issues, which were recently resolved. Approval of this retroactive action will allow the Department of Natural and Cultural Resources to finalize the acquisition.

The DNCR has been working towards the acquisition of a 33.40 +/- acre parcel of land that abuts its Kearsarge State Forest and Rollins State Park properties in Warner for a few years. This parcel is bordered on three sides by DNCR land and the permanent protection of this property will conserve important working forest and recreational resources. Funding is available through a Land and Water Conservation Fund grant which requires a 50% match of funds that are being provided from DNCR agency income.

Respectfully submitted,



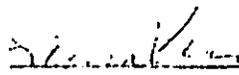
Sarah L. Stewart

Sarah L. Stewart
 Commissioner

Amendment to Purchase and Sale Agreement

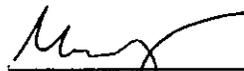
The Purchase and Sale Agreement between Lawrence Tusoni and The State of New Hampshire for the Property identified on the Town of Warner Tax Maps as Map 21 Lot 8-2 is hereby amended as follows:

1. The closing date set forth in Section 4 shall occur no later than March 2, 2021.
2. All other terms and conditions of the Purchase and Sale agreement remain in affect.


Lawrence Tusoni 31 Dec 2020
Date


Sarah L. Stewart 12/30/2020
Date
Commissioner
Department of Natural and Cultural Resources

Approved as to form, substance, and execution:


Michael Haley 12/30/2020
Date
Assoc. Attorney General

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE December 28, 2020

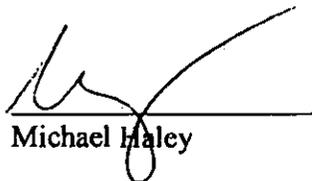
FROM Michael Haley
Attorney

AT Department of Justice
Civil Bureau

SUBJECT Warranty Deed in Warner, Merrimack County (Lawrence Tusoni)

TO Tracey Boisvert
Division of Forests and Land
New Hampshire Department of Natural and Cultural Resources

The office of the Attorney General has reviewed the Warranty Deed with respect to the property located in the town of Warner, Merrimack County, New Hampshire, granted by Lawrence Tusoni. This Warranty Deed is approved as to form and substance only. Following Governor and Council approval, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.



Michael Haley

Return to:
Lands Management Administrator
Department of Natural & Cultural Resources
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

**THIS TRANSFER IS EXEMPT FROM
THE NEW HAMPSHIRE REAL ESTATE
TRANSFER TAX PURSUANT TO NH
RSA 78-B:2(I) AND FROM THE LCHIP
SURCHARGE PURSUANT TO RSA 478:17-g,II(a)**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **LAWRENCE TUSONI**
“GRANTOR” of 1161 Angels Camp, CA 95222, a single person, grants to The **STATE OF
NEW HAMPSHIRE** “GRANTEE” through its **Department of Natural and Cultural
Resources** of 172 Pembroke Road, Concord, New Hampshire 03301 with Warranty Covenants
his interest in:

A certain tract or parcel of land “PROPERTY” situated in the Town of Warner, County
of Merrimack and State of New Hampshire, bounded and described as follows:

Beginning at the northwest corner of the premises herein conveyed, at the junction of
land of the State of New Hampshire and John Hill; thence running by said State of New
Hampshire land a short distance North 87° 45' East to the southwesterly sideline of Kearsarge
Mountain Road; thence running in a generally Southeasterly direction by the southwesterly side
of said highway a distance of one thousand seven hundred eighteen (1,718) feet, more or less to a
stone wall at other land of the state of New Hampshire; thence running in a generally Southerly

direction by said State of New Hampshire land a distance of eight hundred eighteen (818) feet, more or less, to a post at a corner of walls and at land formerly of Clifton Danforth; thence running South 88° West by stone wall and Danforth and Nichols land a distance of one thousand eighty-three (1,083) feet, more or less, to a wall corner by large oak trees; thence turning and running in a generally Northerly direction by stone wall and other land of the said Charles F. Goodnow, III a distance of approximately one thousand two hundred (1,200) feet to a junction of said wall and a wire fence; thence continuing by the same wall and in a generally Northerly direction a distance of eight hundred thirty-four (834) feet by said Hill land to the point of beginning.

Reference is made to a plan entitled "Survey of Goodnow Land" prepared by Walter F. Breckinridge of Newport, N.H., November 1978.

ALSO CONVEYING hereby a right of way for the passage of persons, teams and vehicles and for all other purposes to which roads are normally put running from the Gore Road, so-called, through other land of the said Charles F. Goodnow, to the premises herein conveyed. The location of said right of way described as follows:

Beginning at a point where the other land of the said Charles F. Goodnow meets Gore Road to the east of land of the State of New Hampshire and west of land formerly of Lawrence Creed. From the point of beginning the right of way follows an existing wood road and a line of blazed trees in a generally Northerly direction to the premises conveyed by this deed, Said right of way shall be fifty (50) feet in width except at the point of beginning.

ALSO CONVEYING hereby the privilege to draw water from a certain spring near the east line of said premises as conveyed in deed of George Clark to James Clark dated November 8, 1878 and recorded in the Merrimack County Registry of Deeds at Book 244 Page 161.

Meaning and intending to describe and convey the same premises conveyed to Lawrence Tusoni by Warranty Deed of Charles F. Goodnow, III, and recorded in the Merrimack County Registry of Deeds in Book 1782 Page 1004.

The property is not homestead property of the grantor.

The GRANTEE acquired the PROPERTY in part with assistance from Land and Water Conservation Fund (LWCF) Act of 1965 (Public Law 88-578, 78 Stat 897) through the United State Department of the Interior (USDO I), and pursuant to a Project Agreement (Project Agreement #33-00713) between the State of New Hampshire and the National Park Service (NPS), copies of which are kept by the STATE and the NPS.

The STATE hereby agrees to be bound by the terms of the Project Agreement as they relate to the PROPERTY, including the provisions of section 6(f)(3) of the LWCF Act which states that no property acquired or developed with assistance under this section shall, without the approval of the Secretary of the USDO I be converted to other than public outdoor recreation uses.

Executed this _____ day of _____, 20__.

Lawrence Tusoni

State of _____

County of _____,SS

On this _____ day of _____, 20__, personally appeared before me, Lawrence Tusoni and acknowledged that he executed the within deed for the purposes therein contained and that the same is his voluntary act and deed.

In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace
My Commission Expires:

This acquisition approved by NH Governor and Executive Council on December 5, 2018, Agenda Item No.# 60 and on _____, Agenda item No.# __

BR
LO



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

November 5, 2018

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

REQUESTED ACTION

Pursuant to RSA 216-A:3 and RSA 227-H:3, 1, authorize the Department of Natural and Cultural Resources (DNCR) to acquire fee title to 33.40 +/- acres in the Town of Warner, New Hampshire from Lawrence Tusoni at the fair market value of \$40,000 upon Governor and Executive Council approval.
50% Federal and 50% Agency Income

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-351510-37010000 Parks Administration 033-500150 Land Acquisition and Easement	\$20,000
03-35-35-351510-37170000 LW Conserve Fund Grants 033-500150 Land Acquisition and Easement	\$20,000

EXPLANATION

DNCR proposes to purchase 33.40 +/- acres for \$40,000, which is the fair market value as determined by a New Hampshire certified general appraiser and as approved by a review appraiser. Funding is available through a Land and Water Conservation Fund (LWCF) grant, which requires 50% matching funds that are provided from DNCR agency income. This acquisition will add additional acreage to the Kearsarge State Forest/Rollins State Park properties in Warner. This parcel is bordered on three sides by DNCR land and the permanent protection of this property will conserve important working forest and recreational resources.

Attached is an executed purchase and sales agreement approved as to form, substance and execution by the NH Department of Justice (DOJ), a statement of value letter from the appraiser, and a locus map. Final closing shall be subject to the terms of the purchase and sales agreement and final approval of the warranty deed as to execution by DOJ.

Respectfully Submitted,


Sarah L. Stewart
Commissioner

PURCHASE AND SALE AGREEMENT

Lawrence Tusoni, PO BOX 934, Angels Camp, CA, 95222("SELLER") agrees to sell, and the State of New Hampshire, through its Department of Natural and Cultural Resources, of 172 Pembroke Road, Concord, New Hampshire 03301 ("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 +/- 33.40 acres of undeveloped land, identified on the Town of Warner Tax Maps as Map 21 Lot 8-2 ("the PROPERTY"), currently owned by Lawrence Tusoni which is located on the south side of Kearsarge Mountain Road, and abutting Kearsarge Mountain State Forest in the Town of Warner, NH. The SELLER'S source of title is recorded at the Merrimack County Registry of Deeds at Book 1782, Page 1004.
2. **PURCHASE PRICE:** With full knowledge of an appraisal report dated June 20, 2018 (with corrected pages added on July 21, 2018), prepared by Scot D. Heath, that reports the "Market Value" of the Property to be \$40,000 on June 6, 2018, the SELLER hereby agrees to sell, and the BUYER hereby agrees to purchase the Property at the purchase price ("PURCHASE PRICE") of Forty thousand dollars (\$40,000) to be paid by the BUYER to the SELLER by a State of New Hampshire Treasurer's check at the closing.
3. **TITLE AND DEED:** The SELLER shall convey the PROPERTY to the BUYER by warranty deed, conveying good and clear record and marketable title thereto, free and clear from all liens and encumbrances.
4. **CLOSING:** A warranty 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 December 31, 2018. 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 BUYER is exempt from the real estate transfer tax under RSA 78-B and the SELLER is responsible for payment of property taxes for the 2018 tax year.
6. **EXAMINATION OF TITLE AND ENVIRONMENTAL ASSESSMENT:** If the BUYER desires an examination of title or environmental assessment, it shall bear the cost therefor. If, upon examination of title or environmental assessment, it is found that title is not marketable or environmental issues detrimental to the BUYER, this Purchase and Sale Agreement ("AGREEMENT") may be rescinded at the option of the BUYER.
7. **CONDITIONS PRECEDENT:** The SELLER understands that the BUYER must secure the approval to purchase the PROPERTY from the Legislative Fiscal Committee, and the Governor and Executive Council prior to the closing. If the BUYER perceives any time before closing that it will need additional time in order to complete any necessary approval process, it shall notify the SELLER in writing of the remaining approvals necessary and the expected time frame in which such approvals can be reasonably obtained. The SELLER shall grant all reasonable requests for extensions of time by the BUYER.
8. **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.
9. **TIME:** Time is of the essence for all dates and time periods in the Agreement.

10. **DEFAULT:** If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.
11. **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.
12. **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.
13. **GOVERNING LAW:** The AGREEMENT is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.
14. **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 17 day of September, 2018.

SELLER
Lawrence Tusoni

Donna Koplen
Witness

By: Lawrence Tusoni 9/17/18
Lawrence Tusoni Date

BUYER
State of New Hampshire

Sarah L. Stewart 9/27/18
Sarah L. Stewart Date
Commissioner
Department of Natural and Cultural Resources

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

Jill Perlow 10/1/18
Jill Perlow Date
Associate Attorney General

Heath Appraisal Services

140 SECOND NEW HAMPSHIRE TURNPIKE NORTH
FRANCESTOWN, NH 03043

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

June 20, 2018

Robert Spoerl, Land Agent
State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, New Hampshire 03301

RE: Approximately 33.40± acres vacant land, located on Kearsarge Mountain Road,
Warner, New Hampshire; property of Lawrence Tusoni.

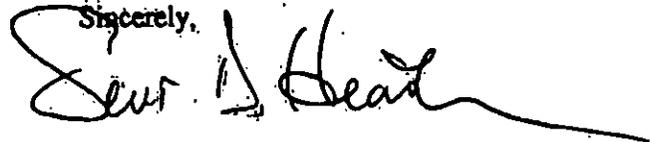
Dear Mr. Spoerl:

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, subject to any outstanding easements and/or reservations of record, "as-is" as of June 6, 2018, being the most recent date of inspection, was concluded at the level of...

\$40,000

The accompanying report outlines the appraisal process and sets forth the rationale and methodology leading to the final opinion of market 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 the Certification. Furthermore, it must be noted there is an extraordinary assumption that there is clear title to the property without encumbrances or restrictions in addition to those identified, in the absence of a current title report. Also, the jurisdictional exception rule has been applied as related to the non-reporting of any estimated exposure period.

Sincerely,



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

File No: 4-18

Tusoni Land Warner, NH

- Hiking Trails
- Snowmobile Trail
- Conservation Lands
- Forest Society Reservations

