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

**REQUESTED ACTION**

Pursuant to RSA 188-F:6, XIII-a, the Community College System of New Hampshire (CCSNH) hereby requests approval to sell two (2) abutting parcels of land, together with the buildings and other improvements situated thereon, located at 2025 Riverside Drive and 15 Twitchell Lane in the City of Berlin, New Hampshire (Berlin Tax Map 139, Lots 3 and 5), respectively, to Paul Ouellette, 545 Milan Hill Road, Milan, New Hampshire 03588, for the aggregate sale price of Two Hundred Forty-Six Thousand Five Hundred Dollars (\$246,500.00) and on such other terms and conditions as are set forth in that certain Purchase and Sale Agreement dated effective December 22, 2023, a copy of which is attached hereto.

**EXPLANATION**

On July 17, 2007, the former New Hampshire Department of Regional Community Technical Colleges (DRCTC) ceased to be an executive branch agency of the State of New Hampshire and became the Community College System of New Hampshire, a separate and independent corporate entity, pursuant to Laws 2007, Chapter 361. Four years later, RSA 188-F:1-a was enacted to complete the transition by effectuating the transfer of ownership of all real and personal property of the former DRCTC from the State of New Hampshire to the Trustees of the CCSNH. By operation of Laws 2011, 199:4, the effective date of such transfer was August 19, 2011. Included among the real property of the former DRCTC so transferred are the two (2) parcels formerly used by the Berlin Campus of White Mountains Community College (WMCC) that are now under contract to be sold (the "Property"). Therefore, RSA 188-F:6, XIII-a applies to the proposed sale of the Property.

As required by RSA 188-F:6, XIII-a, the proposed sale of the Property was approved by the Long-Range Capital Planning and Utilization Committee on September 15, 2023 (LRCP 23-034).

The right of first refusal in the Property, previously retained by the State of New Hampshire pursuant to RSA 188-F:6, XIII-a, was waived by the Governor and this Honorable Council on August 4, 2021 (Agenda Item # 78). At that time, the CCSNH had been actively selling other abutting surplus land and anticipated a faster sale of the Property, hence its request at the time that the State preemptively waive its statutory right of first refusal regarding the Property when it did so regarding certain other parcels of land in Berlin.

Prior documentation is attached.

Based on the forgoing, I respectfully recommend approval of the proposed sale of the Property.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Rubinstein".

Mark Rubinstein  
Chancellor, Community College System of NH

**Approved by the Long Range  
Capital Planning & Utilization  
Committee September 15, 2023**



**From:** Matthew Moore, CCSNH Director of Facilities and Capital Planning  
Community College System of NH

**Date:** September 5, 2023

**Subject:** Proposed Sale – (RSA 188F:6. XIII-a)  
Two Berlin parcels at White Mountains Community College

The Honorable Mark McConkey, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B. – Room 201  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 188-F:6, XIII-a (Community College System of New Hampshire, Authority of the Board of Trustees), the Trustees of the Community College System of New Hampshire (the "Trustees") hereby request approval to sell surplus land in Berlin, New Hampshire, acquired prior to the effective date of the cited statutory provision, subject to the right of first refusal held by the State of New Hampshire and the approval of the Governor and Executive Council pursuant to said provision.

**EXPLANATION**

The subject property that the Trustees propose to sell (the "Property") consists of two parcels of land in Berlin, with improvements, for which the CCSNH no longer has a need or use, located at 15 Twitchell Lane (Berlin Tax Map 139, Lot 5) and 2025 Riverside Drive (Berlin Tax Map 139, Lot 3). The Twitchell Lane parcel includes approximately 1.53 acres of land and a single-story ranch-style residential building with approximately 2,831 square feet of gross building area, excluding the attached garage. The building has been vacant for at least three years and was most recently used as a childcare facility. The Riverside Drive parcel includes approximately 1.99 acres of land and a two-story cape style residential building with approximately 921 square feet of gross building area. There has been no heat in the building for at least ten years. It was most recently used for cold file storage by White Mountain Community College. Both parcels were acquired by the CCSNH as no-cost gifts.

RSA 188-F:6, XIII-a states, in pertinent part:

**188-F:6 Authority of the Board of Trustees.** – The trustees shall have the management and control of all the property and affairs of the community college system, all of its colleges, divisions, and departments. In addition to this authority, the trustees are authorized to:

XIII-a. Enter into a contract for the sale of real property with the prior approval of the long range capital planning and utilization committee and governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This paragraph shall not apply to real property acquired by the community college system of New Hampshire after the effective date of this paragraph.

Both parcels of land that the Trustees propose to sell were acquired before the effective date of the foregoing statutory provision. Pursuant to 2011 N.H. Laws 199:4, the effective date of such provision was August 19, 2011.

In response to an August 31, 2023 email request for supplemental current value information from the Legislative Budget Assistant's office (LBAO): the Twitchell Lane parcel was appraised as having an "as-is" market value of Two Hundred Fifteen Thousand Dollars (\$215,000.00) as of March 28, 2023, and the Riverside Drive parcel was appraised as having an "as-is" market value of Forty Thousand Dollars (\$40,000.00) as of March 28, 2023. However, the Trustees note that RSA 188-F:6, XIII-a includes no pricing requirement and therefore request no sale price approval from this honorable Committee. Also, by complying with the LBAO's supplemental information request, the Trustees note that this valuation information is now publicly disclosed as part of this request for Committee action and could therefore inadvertently impose an artificial ceiling on offer prices from prospective buyers.

For the foregoing reasons, the Trustees hereby request approval to sell the Property subject to the State's right of first refusal and approval of the Governor and Executive Council in accordance with RSA 188-F:6, XIII-a.

Respectfully submitted,



Matthew Moore  
Director of Capital Planning and  
Development, CCSNH

Attachments

15 Twitchell Lane, Berlin

Location Map, Aerial Map, and Tax Map

2025 Riverside Drive, Berlin

Location Map, Aerial Map, and Tax Map

15 Twitchell Lane and 2025 Riverside Drive, Berlin Surveyors Map



**Community College System of New Hampshire  
15 Twitchell Lane, Berlin (Tax Map 139, Lot 5)  
Location Map**





Community College System of New Hampshire  
15 Twitchell Lane, Berlin (Tax Map 139, Lot 5)  
Aerial Map





Community College System of New Hampshire  
15 Twitchell Lane, Berlin (Tax Map 139, Lot 5)  
Tax Map



The data shown on this site are provided for informational and planning purposes only. The City and its consultants are not responsible for the misuse or misrepresentation of the data.



**Community College System of New Hampshire  
2025 Riverside Drive, Berlin (Tax Map 139, Lot 3)  
Location Map**



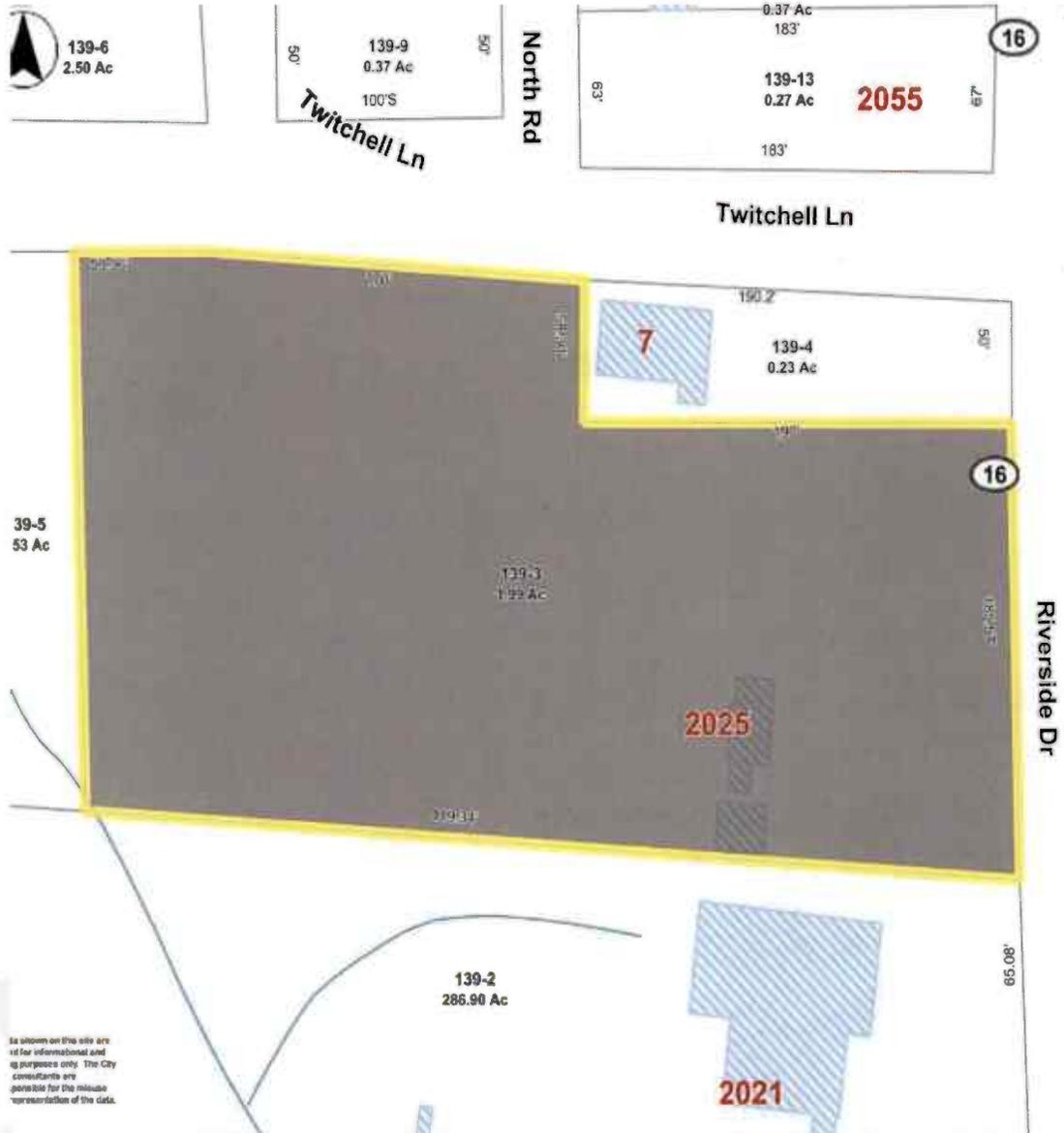


Community College System of New Hampshire  
2025 Riverside Drive, Berlin (Tax Map 139, Lot 3)  
Aerial Map



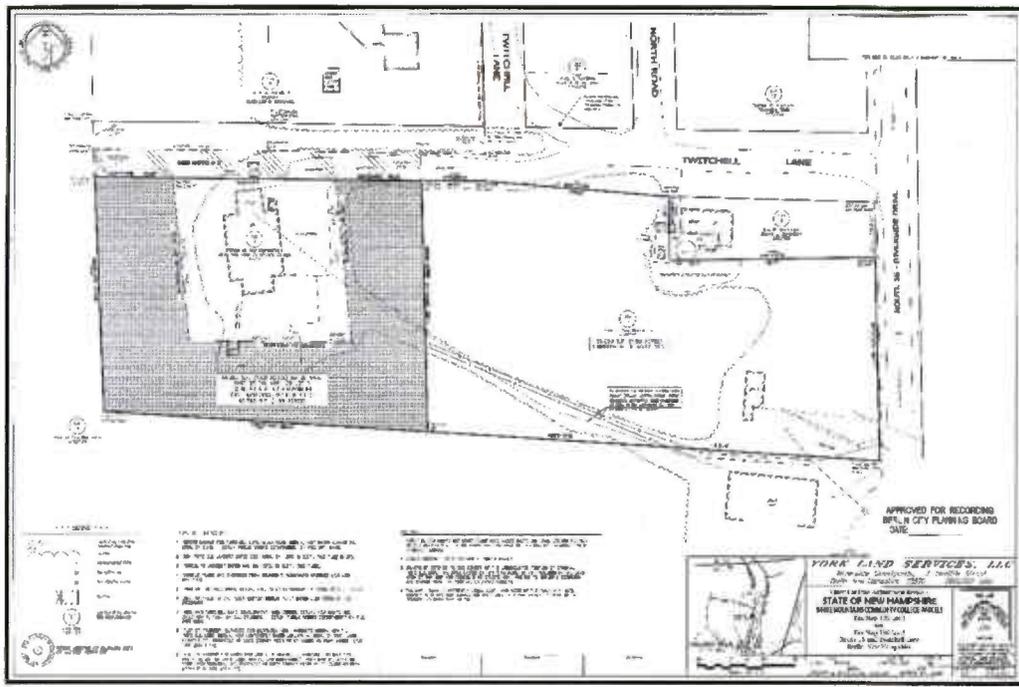


**Community College System of New Hampshire**  
2025 Riverside Drive, Berlin (Tax Map 139, Lot 3)  
Tax Map





Community College System of New Hampshire  
15 Twitchell Lane, Berlin (Tax Map 139, Lot 5)  
2025 Riverside Drive, Berlin (Tax Map 139, Lot 3)  
Surveyor Plan



PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 11th day of December, 2023 between
Community College System of NH

(SELLER) of 26 College Drive
City/Town Concord, State NH, Zip 03301
and Paul Ouellette

(BUYER) of 545 Milan Hill Road
City/Town Milan, State NH, Zip 03588

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Berlin located at 2025 Riverside Drive, Tax Map ID 139/003 and
15 Twitchell Lane, Tax Map ID 139/005
County Coos County, Book 1576, Page 115, Date 08/19/2021 (PROPERTY).

3. The SELLING PRICE is two hundred forty-six thousand five hundred Dollars \$246,500.
A DEPOSIT in the form of Check is to be held in an escrow account by
Remax Northern Edge Realty (ESCROW AGENT). BUYER has delivered, or will deliver to the ESCROW
AGENT's FIRM within days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.
BUYER agrees that an additional deposit of earnest money in the amount of \$0 will be delivered on or before
. If BUYER fails to deliver the initial or additional deposit in compliance with the above
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
or trust account check, in the amount of \$241,500.

4. DEED: Marketable title shall be conveyed by a Warranty deed, and shall be free
and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before TBD - see provisions at REMAX Northern Edge Realty, Berlin Office
or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of
all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the
same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: Property sold "as-is"

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
48 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Carl Mercier of REMAX Northern Edge Realty
is a seller agent buyer agent facilitator disclosed dual agent\*

Jennifer Stewart of REMAX Northern Edge Realty
is a seller agent buyer agent facilitator disclosed dual agent\*

\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a
designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER;
or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds
\$5,000.

SELLER(S) INITIALS [Signature] BUYER(S) INITIALS [Signature]

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9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any.

Any fuel remaining in tanks to be included in sale.

11. PROPERTY INCLUDED: All Fixtures

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [X] YES [ ] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:

Initial boxes for SELLER and BUYER

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and other inspections.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [Signature] BUYER(S) INITIALS [Signature]

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- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.  
**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING**  
 HERE: PO

**15. DUE DILIGENCE:** This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 \_\_\_\_\_ days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

**16. LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

**17. PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

**18. FINANCING:** This Agreement  is)  is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT	TERM/YEARS	RATE	MORTGAGE TYPE

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS MR /  BUYER(S) INITIALS PO /

**PURCHASE AND SALES AGREEMENT**  
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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within N/A calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by N/A ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller MA Buyer JP

SELLER(S) INITIALS MA /            BUYER(S) INITIALS JP /

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19. ADDITIONAL PROVISIONS:

This Purchase and Sale agreement is subject to the first right of refusal held by the State of New Hampshire
This Purchase and Sale agreement is subject to the approval of the Governor and Executive Council.
Closing to take place within 2 weeks of Governor and executive council approval.
The 2 properties involved in this purchase shall be transferred as 2 separate parcels in 2 separate deeds.

20. ADDENDA ATTACHED: [ ] Yes [x] No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Paul Swallatte
dotloop verified
12/19/23 12:28 PM EST
8F0B-30HEP-A21P-KDLB
BUYER DATE/TIME

545 Milan Hill Road
MAILING ADDRESS

Milan, NH 03588
CITY STATE ZIP

BUYER DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

Mark Rubinstein 245pm 12-22-2023
SELLER DATE/TIME

26 College Drive
MAILING ADDRESS

Concord, NH 03301
CITY STATE ZIP

SELLER DATE/TIME

MAILING ADDRESS

CITY STATE ZIP



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

July 19, 2021

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

## REQUESTED ACTION

The Department of Administrative Services ("DAS" or "the Department"), for itself and on behalf of the State of New Hampshire and the Trustees of the Community College System of New Hampshire (CCSNH), pursuant to RSA 21-I:11, I(c)(3), requests authorization for the DAS Commissioner to execute on behalf of the State of New Hampshire the attached four (4) confirmatory deeds memorializing for title purposes the transfer of substantially all real property comprising and traditionally associated with the Berlin Campus of White Mountains Community College from the State of New Hampshire to the Trustees of the CCSNH, as effectuated in 2011 by RSA 188-F:1-a, together with any other instruments, affidavits, certificates, or documents as may be required to clear title in anticipation of the proposed sales of two (2) component parcels of land to private buyers and the proposed transfer to the City of Berlin of a third component parcel of land. Effective upon Governor and Council Approval.

The Department further requests authorization, also pursuant to RSA 21-I:11, I(c)(3), to waive on behalf of the State of Hampshire the State's right of first refusal under RSA 188-F:6, XIII-a with regard to the three (3) parcels of land in Berlin proposed to be sold or transferred by the Trustees of the CCSNH.

## EXPLANATION

On July 17, 2007 the former Department of Regional Community Technical Colleges (DRCTC) ceased to be an executive agency of the State of New Hampshire and became the Community College System of New Hampshire, a separate and distinct corporate entity, pursuant to Laws 2007, Chapter 361. Four years later RSA 188-F:1-a was enacted to complete the transition by effectuating the transfer of ownership of all real and personal property of the former DRCTC to the Trustees of the CCSNH. By operation of Laws 2011, 199:4, the effective date of such transfer was August 19, 2011. Included among the real property of the former DRCTC is the Berlin Campus of White Mountains Community College (WMCC).

In March 2021 two (2) parcels of land in Berlin went under contract to be sold by the Trustees of the CCSNH, both parcels having been determined to be surplus to the current and future needs of WMCC and the CCSNH. During the same time frame, the Trustees of the CCSNH proposed to complete a previously requested lot line adjustment with the City of Berlin to accommodate the long-time encroachment onto abutting WMCC land of the City's water reservoir tank located on the southerly side of Cates Hill Road. However, in order to sell or transfer any of these parcels, the CCSNH Trustees must be able to demonstrate clean title. The purpose of the attached confirmatory deeds is to supplement RSA 188-F:1-a, which effectuated the transfer of the Berlin Campus, with a description of the property transferred sufficient for title purposes, and to adequately document the transfer in the Coos County Registry of Deeds. The attached confirmatory deeds document not only the three (3) parcels of land currently proposed to be sold or transferred, but also the land that will continue to be used by the CCSNH as the Berlin Campus of WMCC.

According to RSA 188-F:6, XIII-a: "the state shall retain the right of first refusal in any proposed sale of real property" acquired pursuant to RSA 188-F:1-a by the Trustees of the CCSNH. However, the statute provides no guidance with respect to the process by which the State shall determine whether to exercise its right of first refusal. By email dated July 2, 2021 to Department of Natural and Cultural Resources staff and by email dated July 6, 2021 to New Hampshire Fish and Game, Department of Transportation, Department of Health and Human Services, Department of Corrections, Department of Safety, and Department of Military Affairs and Veterans Services staff, DAS advised the recipient State agencies of the limited opportunity to exercise the State's right of first refusal and thereby purchase either or both parcels of land proposed to be sold by the Trustees of the CCSNH at their corresponding contract price(s). DAS further urged agency recipients to respond no later than July 31, 2021 with any interest in exercising the right of first refusal. As of the date of this letter, no State agency has expressed any affirmative interest in acquiring either parcel. The lot line adjustment "parcel" was not offered to other agencies in part because it is not being "sold" (by its language the RSA 188-F:6, XIII-a right of first refusal arises only in the context of a proposed "sale") and in part because it is not presently suitable for any use other than as the current site of the City's existing water reservoir tank.

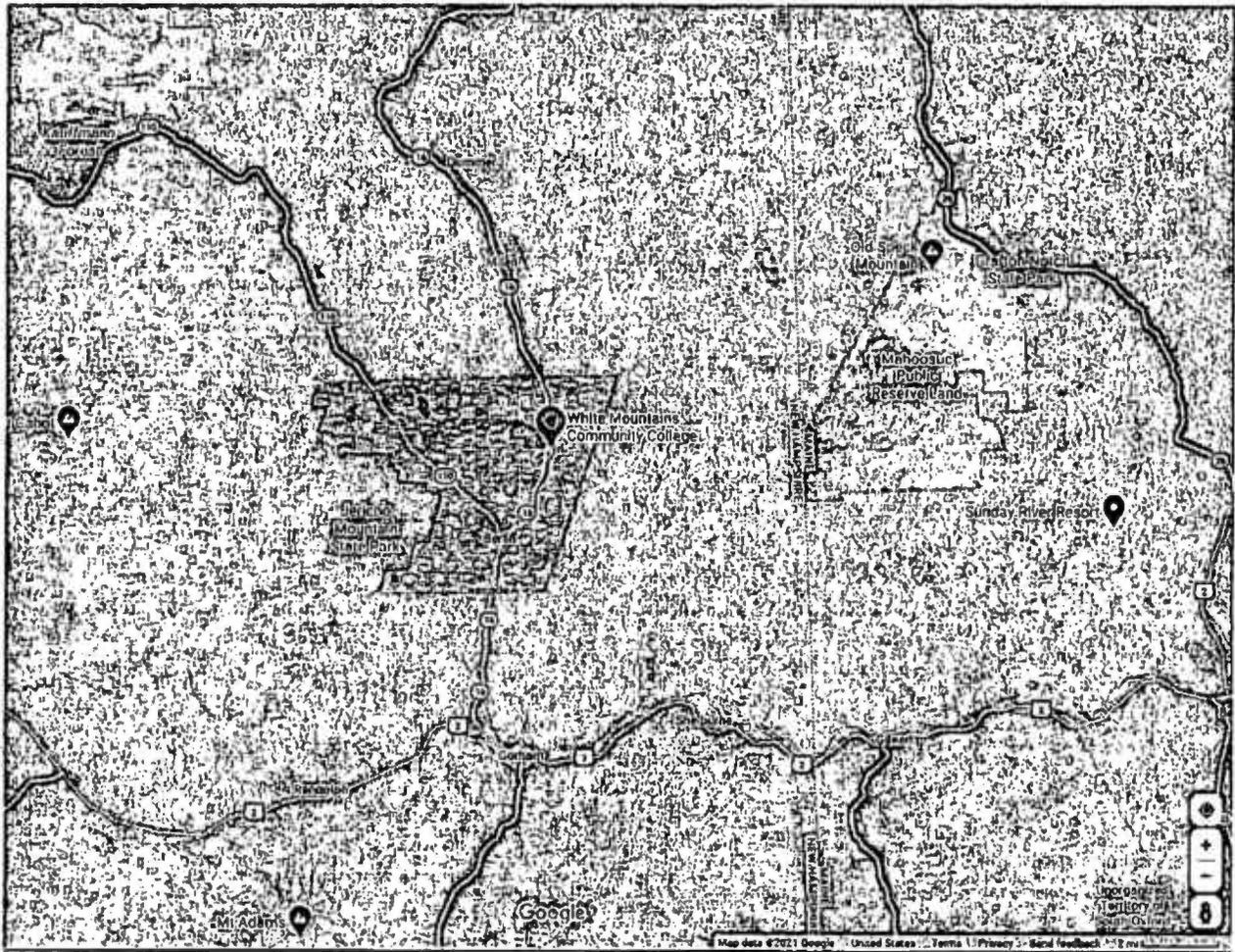
The DAS Commissioner is the appropriate person to execute the attached confirmatory deeds by virtue of RSA 21-I:11, 1(c)(3), which provides that DAS shall have "custody of all state owned or rented real property not specifically charged to some other department." Similarly, unless another State agency notifies DAS on or before July 31 of its interest in exercising the State's right of first refusal, DAS proposes to waive such right on behalf of the State pursuant to RSA 21-I:11, 1(c)(3) in the three (3) parcels of land proposed to be sold or transferred by the Trustees of the CCSNH.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

Attachments



**General Location of the Berlin Campus of White Mountains Community College  
Riverside Drive and Cates Hill Road, Berlin, NH**

Google Maps



**White Mountains Community College Berlin Campus Land  
Riverside Drive and Cates Hill Road, Berlin, NH**

**City of Berlin GIS Map Satellite View with Tax Map Overlay**

(Two parcels of land under contract to be sold are shaded and outlined above. The proposed boundary line adjustment will increase the size of the City of Berlin's parallelogram-shaped water reservoir tank parcel shown above on the southerly side of Cates Hill Road to less than double its current area. The main WMCC Berlin Campus parcel, to be retained by the Trustees of the CCSNH, is shown in the lower right corner above, along the Androscoggin River.)



Return to:

Orr & Reno, P.A.  
P.O. Box 3550  
Concord, NH 03302-3550  
(MOC)

**CONFIRMATORY DEED**

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services (as the successor State agency to the former Department of Regional Community Technical Colleges for certain limited purposes defined in NH RSA 21-1:11, I(c)(3)), as authorized by the Governor and Executive Council on \_\_\_\_\_, 2021 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), hereby confirms a prior legislative grant effected by NH RSA 188-F:1-a, such prior grant having been given for valuable consideration, to the **BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**, a body politic and corporate established by NH RSA 188-F:1, with a mailing address of Office of the General Counsel, Community College System of New Hampshire, 26 College Drive, Concord, New Hampshire 03301-7407 (the "Grantee"), of the following described property located in the City of Berlin, County of Coos, State of New Hampshire (the "Premises"):

The following described parcel of land is part of Lots 4, 5 and 6, Range 3 and Lot 4, Range 4 and is located on the southerly side of Cates Hill Road and the westerly side of New Hampshire Route 16 in Berlin, Coos County, New Hampshire.

**Beginning** at a point at the intersection of the line between Lot 6 Range 3 and Lot 5 Range 3 of the lots and ranges of the City of Berlin and the southerly sideline of Cates Hill Road witnessed by a concrete monument located South 17° 05' 05" West, 3.25 feet distant;

Thence easterly along the southerly sideline of Cates Hill Road the following six courses:

1. The arc of a curve to the right for 144.66 feet to a point; said curve has a radius of 2586.03 feet and a chord of South 75° 25' 19" East, 144.64 feet;
2. South 73° 49' 10" East, 599.07 feet to a point;
3. The arc of a curve to the left for 168.21 feet to a point; said curve has a radius of 242.07 feet and a chord of North 86° 16' 24" East, 164.85 feet;
4. North 66° 21' 58" East, 259.83 feet to a point;
5. The arc of a curve to the right for 468.45 feet to a point; said curve has a radius of 568.24 feet and a chord of North 89° 58' 59" East, 455.29 feet; and
6. South 66° 24' 00" East, 212.14 feet to a concrete monument with an aluminum disk;

Thence along land of City of Berlin Water Works Department the following three courses:

1. South 54° 55' 00" West for 220.04 feet to a concrete monument with an aluminum disk;
2. South 66° 36' 09" East 219.70 feet to an iron pipe;
3. North 55° 03' 57" East for 220.30 feet to a stone monument with an aluminum disk;

Thence easterly along the southerly sideline of Cates Hill Road for the following five courses:

1. South 67° 40' 47" East, 184.60 feet to a point;
2. South 66° 40' 18" East, 402.52 feet to a point;
3. The arc of a curve to the left for 509.67 feet to a point; said curve has a radius of 5196.92 feet and a chord of South 69° 28' 52" E, 509.46 feet;
4. South 72° 17' 27" East, 365.54 feet to a point;
5. The arc of a curve to the right for 423.37 feet to an iron pipe; said curve has a radius of 1775.00 feet and a chord of South 65° 27' 28" East, 422.37 feet;

Thence southerly and easterly along land of Coos County Nursing Home for the following thirteen courses:

1. South 19° 27' 29" West, 659.42 feet to an iron pipe;
2. South 13° 57' 38" East, 165.12 feet to a rebar/cap;
3. South 37° 07' 50" East, 134.69 feet to a rebar/cap;
4. South 39° 56' 58" East, 46.93 feet to a rebar/cap;
5. South 46° 13' 56" East, 120.59 feet to a rebar/cap;
6. South 47° 35' 51" East, 73.43 feet to a rebar/cap;
7. South 82° 06' 04" East, 40.69 feet to a rebar/cap;
8. South 87° 13' 00" East, 126.89 feet to a rebar/cap;
9. North 70° 57' 19" East, 73.68 feet to a rebar/cap;
10. North 58° 51' 24" East, 68.97 feet to a rebar/cap;
11. North 69° 47' 44" East, 163.67 feet to a rebar/cap;

12. North 84° 18' 44" East, 70.90 feet to a rebar/cap;
13. South 85° 28' 42" East, 90.32 feet to a rebar/cap;

Thence South 17° 48' 27" West along an undeveloped 50 foot wide access road for 37.77 feet to a point in the thread of a small brook;

Thence westerly and southerly along land of John W. Diamond and Barbara A. Diamond and the thread of said brook, the following four courses:

1. North 62° 45' 57" West, 39.55 feet to a point;
2. North 89° 06' 52" West, 74.70 feet to a point;
3. South 70° 17' 52" West, 41.51 feet to a point;
4. South 78° 44' 53" West, 32.81 feet to a point;

Thence South 11° 15' 07" East along land of said Diamond for 5.85 feet to an iron pipe;

Thence South 21° 44' 39" West along land of said Diamond for 189.41 feet to an iron pipe;

Thence South 71° 11' 29" West along the end of Twitchell Lane for 59.56 feet to an iron pipe;

Thence northwesterly and southerly along land of Luc E. Raymond and Beverly J. Raymond the following three courses:

1. North 63° 08' 02" West, 81.30 feet to an iron pipe;
2. South 02° 24' 08" East, 252.36 feet to an iron pipe;
3. South 01° 11' 54" East, 200.61 feet to an iron pipe;

Thence South 01° 22' 27" East along the end of an undeveloped street for 25.10 feet to a rebar/cap;

Thence South 02° 23' 37" East along said end for 25.05 feet to an iron pipe;

Thence South 02° 25' 03" East along land of State of NH White Mountains Community College for 214.95 feet to an iron pipe;

Thence South 86° 31' 49" East along land of said State of NH White Mountains Community College for 300.00 feet to a rebar/cap;

Thence South 86° 31' 49" E along land of said State of NH White Mountains Community College for 419.34 feet to an iron pipe;

Thence South 01° 13' 32" East along the westerly sideline of Riverside Drive-NH Route 16 for 65.08 feet to a point;

Thence southerly along the westerly sideline of Riverside Drive-NH Route 16, the arc of a curve to the right for 371.44 feet to a point; said curve has a radius of 1586.85 feet and a chord of South 05° 28' 38" West, 370.59 feet;

Thence South 12° 26' 29" West along the westerly sideline of Riverside Drive-NH Route 16 for 209.28 feet to an iron pipe;

Thence North 78° 01' 10" West along land of Robert C. Libbett Jr. for 203.50 feet to an iron pipe;

Thence South 10° 43' 39" West along land of said Robert C. Libbett Jr. for 93.18 feet to an iron pipe;

Thence South 86° 40' 34" West along land of Thomas M. Rozek and land of Rozek Family Revocable Trust for 975.81 feet to an iron pipe;

Thence South 87° 43' 58" West along land of said Rozek Family Revocable Trust and land of Barry J. Kelley for 1733.67 feet to an iron pipe;

Thence westerly and northerly along land of Barry J. Kelley the following five courses:

1. South 86° 08' 39" West, 321.87 feet to an iron pipe;
2. North 35° 46' 17" East, 193.94 feet to an iron pipe in mound of stones;
3. North 41° 30' 04" West, 426.54 feet to an iron pipe;
4. North 14° 22' 03" East, 858.70 feet to an iron pipe at the corner of Lots 4 and 5, Ranges 3 and 4;
5. South 86° 45' 28" West, 2172.41 feet to a concrete monument with brass cap at the corner of Lots 5 and 6, Ranges 3 and 4;

Thence North 18° 15' 45" East along land of Daniel L. Cotnoir and Lynn P. Cotnoir for 1083.86 feet to an iron pipe with bronze cap;

Thence South 87° 34' 08" West along land of said Cotnoir for 330.00 feet to a rebar/cap;

Thence northerly along land of Godbout Irrevocable Trust for the following three courses:

1. North 17° 05' 05" East, 660.00 feet to a rebar/cap;
2. North 87° 34' 08" East, 330.00 feet to a rebar/cap;
3. North 17° 05' 05" East, 884.93 feet to the point of beginning.

**MEANING AND INTENDING** to describe a parcel of land containing 12,532,132 S.F. or 287.70 Acres, more or less, shown as lot "139-2" or "Tax Map 139, Lot 2" on plat no. 20-021.2, prepared by York Land Services, LLC, titled "Plat of Property Surveyed for State of New Hampshire, White Mountains Community College Parcels, Tax Map 139 Lot 2 & Tax Map 403 Lot 21, Cates Hill Road & Route 16 (Riverside Dr.), Berlin, New Hampshire," dated September 24, 2020, recorded in the Coos County Registry of Deeds as Plan # \_\_\_\_\_.

All courses of this description are referenced to New Hampshire State Plane Grid NAD83.

Meaning and intending to convey a portion of the premises conveyed to the State of New Hampshire by fiduciary deed of Perne R. Hutchinson, Executor under the Will of Anne R. Twitchell, dated June 8, 1972, and recorded in the Coos County Registry of Deeds at Book 548, Page 179 (being all of Parcel No. 2 and a portion of Parcel No. 3 therein).

The Premises are known as 2021 Riverside Drive, Berlin Tax Map 139, Lot 2.

The Premise are conveyed subject to any easements, liens, restrictions, or encumbrances of record.

The Premises are not homestead property.

Any proposed sale of the Premises by the Grantee shall be subject to NH RSA 188-F:6, XIII-a.

The purpose of this deed is to confirm a portion of the wholesale transfer of real property from the State of New Hampshire to the Grantee effectuated by NH RSA 188-F:1-a, the effective date of such transfer being August 19, 2011, pursuant to 2011 NH Laws 199:4.

This deed is confirmatory and is therefore exempted from the application of the real estate transfer tax pursuant to NH RSA 78-B:2, V.

[see next page for signatures]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared the above-named Charles M. Arlinghaus, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

3112207\_1

Return to:

Orr & Reno, P.A.  
P.O. Box 3550  
Concord, NH 03302-3550  
(MOC)

**CONFIRMATORY DEED**

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services (as the successor State agency to the former Department of Regional Community Technical Colleges for certain limited purposes defined in NH RSA 21-I:11, I(c)(3)), as authorized by the Governor and Executive Council on \_\_\_\_\_, 2021 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), hereby confirms a prior legislative grant effectuated by NH RSA 188-F:1-a, such prior grant having been given for valuable consideration, to the **BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**, a body politic and corporate established by NH RSA 188-F:1, with a mailing address of Office of the General Counsel, Community College System of New Hampshire, 26 College Drive, Concord, New Hampshire 03301-7407 (the "Grantee"), of the following described property located in the City of Berlin, County of Coos, State of New Hampshire (the "Premises"):

The following described parcel of land located on the northerly sideline of Cates Hill Road, in Berlin, Coos County, New Hampshire, bounded and described as follows:

**Beginning** at a rebar with aluminum cap located on the northerly sideline of Cates Hill Road on the line between Lot 6 Range 3 and Lot 5 Range 3 of the lots and ranges of the City of Berlin;

Thence North  $17^{\circ} 01' 42''$  East along land of Marcel Lettre et. Al for 435.68 feet to a concrete monument;

Thence North  $85^{\circ} 47' 12''$  East along land of Barry J. Kelley, on the line between Lot 5 Range 2 and Lot 5 Range 3 for 686.13 feet to a rebar/cap;

Thence easterly along land of said Kelley on the centerline of "Old Cates Hill Road" for the following five courses:

1. South  $65^{\circ} 50' 48''$  East, 117.56 feet to a rebar/cap;
2. South  $64^{\circ} 50' 05''$  East, 120.13 feet to a point;
3. South  $57^{\circ} 15' 11''$  East, 75.24 feet to a rebar/cap;
4. South  $52^{\circ} 37' 23''$  East, 292.31 feet to a rebar/cap;
5. South  $48^{\circ} 48' 21''$  East, 390.04 feet to a rebar/cap;

Thence westerly along the northerly sideline of Cates Hill Road for the following six courses:

1. North  $66^{\circ} 24' 00''$  West, 42.00 feet to a point;
2. The arc of a curve to the left for 509.25 feet to a point; said curve has a radius of 617.74 feet and a chord of South  $80^{\circ} 58' 59''$  West, 494.96 feet;
3. South  $66^{\circ} 21' 58''$  West, 259.83 feet to a point;
4. The arc of a curve to the right for 133.81 feet to a point; said curve has a radius of 192.57 feet and a chord of South  $86^{\circ} 16' 24''$  West, 131.14 feet;
5. North  $73^{\circ} 49' 10''$  West, 599.07 feet to a point;
6. The arc of a curve to the left for 143.92 feet to the **point of beginning**; said curve has a radius of 2635.53 feet and a chord of North  $75^{\circ} 23' 02''$  West, 143.91 feet.

Meaning and intending to describe a parcel of land containing 666,480 S.F. or 15.30 Acres, more or less, shown as lot "403-21" or "Tax Map 403, Lot 21" on plat no. 20-021.2, prepared by York Land Services, LLC, titled "Plat of Property Surveyed for State of New Hampshire, White Mountains Community College Parcels, Tax Map 139 Lot 2 & Tax Map 403 Lot 21, Cates Hill Road & Route 16 (Riverside Dr.), Berlin, New Hampshire," dated September 24, 2020, and recorded in the Coos County Registry of Deeds as Plan # \_\_\_\_\_.

Meaning and intending to convey a portion of the premises conveyed to the State of New Hampshire by fiduciary deed of Perne R. Hutchinson, Executor under the Will of Anne R. Twitchell, dated June 8, 1972, and recorded in the Coos County Registry of Deeds at Book 548, Page 179 (being Parcel No. 1 therein).

The Premises are known as Cates Hill Road, Berlin Tax Map 403, Lot 21.

The Premises are conveyed subject to any easements, liens, restrictions, or encumbrances of record.

The Premises are not homestead property.

Any proposed sale of the Premises by the Grantee shall be subject to NH RSA 188-F:6, XIII-a.

The purpose of this deed is to confirm a portion of the wholesale transfer of real property from the State of New Hampshire to the Grantee effectuated by NH RSA 188-F:1-a, the effective date of such transfer being August 19, 2011, pursuant to 2011 N.H. Laws 199:4.

This deed is confirmatory and is therefore exempted from the application of the real estate transfer tax pursuant to NH RSA 78-B:2, V.

[see next page for signatures]

DRAFT

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

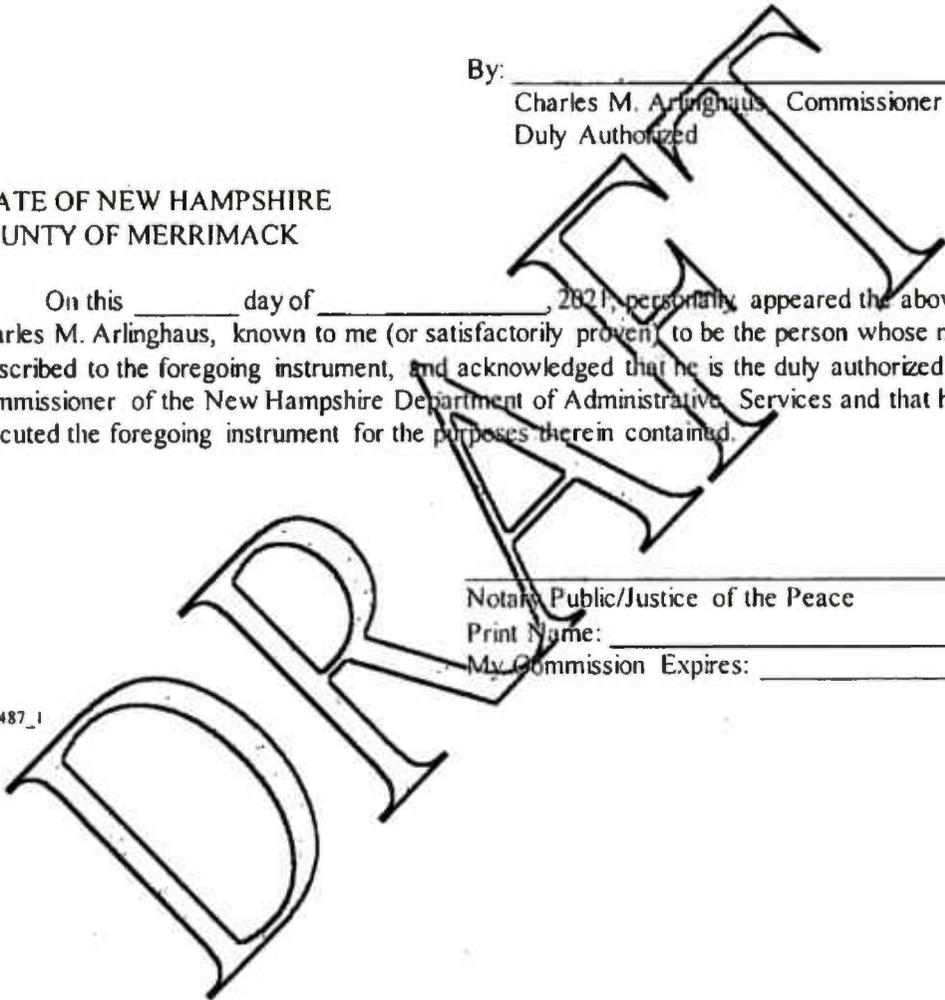
By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared the above-named Charles M. Arlinghaus, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

3113487\_1



Return to:

Orr & Reno, P.A.  
P.O. Box 3550  
Concord, NH 03302-3550  
(MOC)

### CONFIRMATORY DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services (as the successor State agency to the former Department of Regional Community Technical Colleges for certain limited purposes defined in NH RSA 211:11, 1(c)(3)), as authorized by the Governor and Executive Council on \_\_\_\_\_, 2021 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), hereby confirms a prior legislative grant effectuated by NH RSA 188-F:1-a, such prior grant having been given for valuable consideration, to the **BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**, a body politic and corporate established by NH RSA 188-F:1, with a mailing address of Office of the General Counsel, Community College System of New Hampshire, 26 College Drive, Concord, New Hampshire 03301-7407 (the "Grantee"), of the following described property located in the City of Berlin, County of Coos, State of New Hampshire (the "Premises"):

Beginning at a point in the easterly sideline of New Hampshire Route 16 about four hundred (400') feet southerly of the main building of the TWITCHELL FARM, so-called, said point being in the division line of land now or formerly of the Public Service Co. of New

Hampshire; thence running easterly about two hundred (200') feet and southerly about one hundred twenty-four (124') by said Public Service Company land to land of the Brown Paper Co.; thence running easterly about five hundred (500') feet by land of the Brown Paper Co. to the Androscoggin River; thence running northerly by the Androscoggin River to a point in the extension in the easterly direction, of the southerly sideline of Twitchell Lane; thence running westerly with said extension to the easterly sideline of Route 16; thence running southerly with the sideline of Route 16 to the point of beginning. Containing fifteen (15) acres, more or less, and subject to such rights-of-way easements as are presently being enjoyed by abutting owners and other Grantees of record.

The Premises are known as 2020 Riverside Drive, Berlin Tax Map 139, Lot 21.

A plan showing the above-described tract of land entitled: "Plan and Topo Plan of Proposed Building Site", dated September 26, 1964, Location: Twitchell Farm, Route 16, Berlin, New Hampshire, is on file in the records of the N.H. Department of Public Works & Highways.

Subject to the conditions set forth in the warranty deed from Anne R. Twitchell to the State of New Hampshire dated October 26, 1964 and recorded in the Coos County Registry of Deeds at Book 486, Page 186.

Meaning and intending to convey the premises conveyed to the State of New Hampshire by warranty deed of Anne R. Twitchell, dated October 26, 1964, and recorded in the Coos County Registry of Deeds at Book 486, Page 186.

The Premises are conveyed subject to any easements, liens, restrictions, or encumbrances of record. The Premises are subject to the Shoreland Water Quality Protection Act, NH RSA Chapter 483-B.

The Premises are not homestead property.

Any proposed sale of the Premises by the Grantee shall be subject to NH RSA 188-F:6, XIII-a.

The purpose of this deed is to confirm a portion of the wholesale transfer of real property from the State of New Hampshire to the Grantee effectuated by NH RSA 188-F:1-a, the effective date of such transfer being August 19, 2011, pursuant to 2011 N.H. Laws 199:4.

This deed is confirmatory and is therefore excepted from the application of the real estate transfer tax pursuant to NH RSA 78-B:2, V.

{see next page for signatures}

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

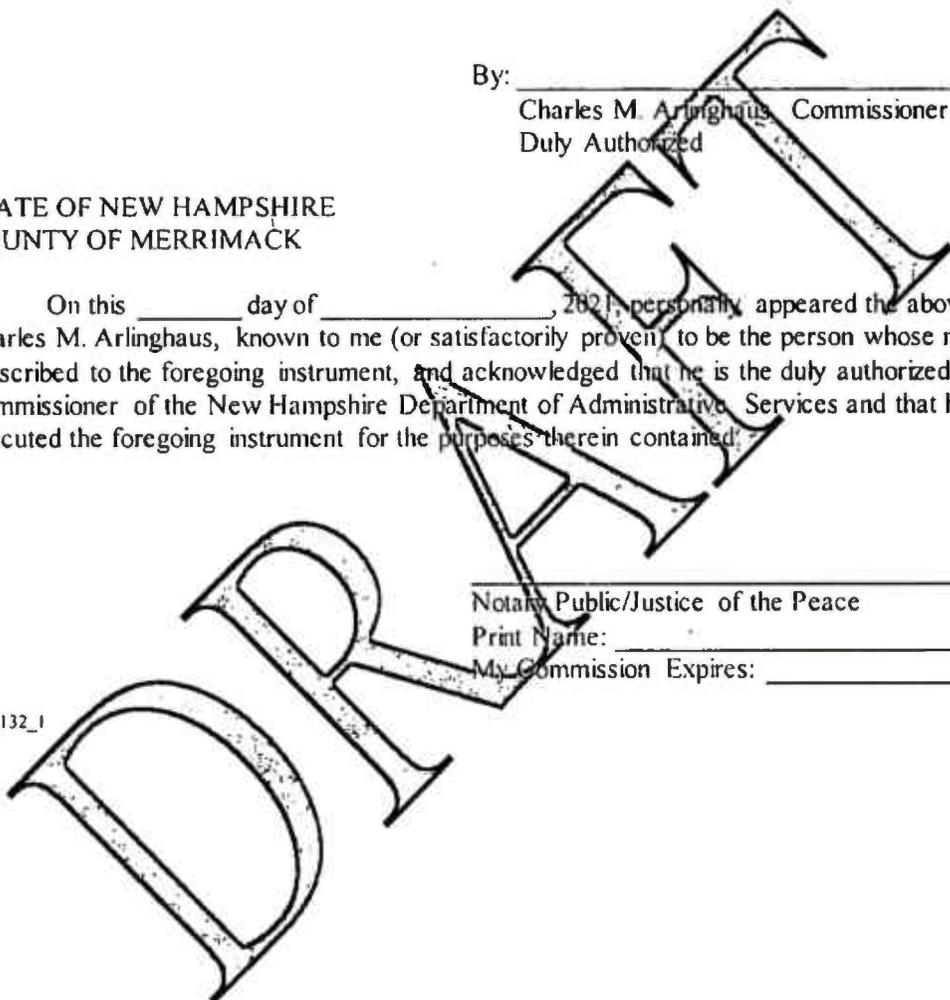
By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared the above-named Charles M. Arlinghaus, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

3115132\_1



Return to:

Orr & Reno, P.A.  
P.O. Box 3550  
Concord, NH 03302-3550  
(MOC)

**CONFIRMATORY DEED**

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services (as the successor State agency to the former Department of Regional Community Technical Colleges for certain limited purposes defined in NH RSA 211:11, 1(c)(3)), as authorized by the Governor and Executive Council on \_\_\_\_\_, 2021 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), hereby confirms a prior legislative grant effectuated by NH RSA 188-F:1-a, such prior grant having been given for valuable consideration, to the **BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**, a body politic and corporate established by NH RSA 188-F:1, with a mailing address of Office of the General Counsel, Community College System of New Hampshire, 26 College Drive, Concord, New Hampshire 03301-7407 (the "Grantee"), of the following described property located in the City of Berlin, County of Coos, State of New Hampshire (the "Premises"):

A certain piece or parcel of land, with the buildings thereon, being a part of Lot Four (4), Range (4), in said Berlin, bounded and described as follows:

Beginning at an iron pin on the westerly sideline of the road leading from Berlin to Milan, said pin being the southeast corner of property conveyed by Anne R. Twitchell to Norma Ordway about 1965, recorded in Volume 497, Page 304, and said pin being southerly fifty (50) feet from the northeast corner of said Ordway lot, said corner being the point where the westerly sideline of said road from Berlin to Milan intersects the southerly side of Twitchell Lane or West Road, so-called; thence North seventy-three degrees West (N 73° W) one hundred ninety (190) feet along said Ordway's south line to an iron pin being the southwest corner of said Ordway lot; thence running northerly and parallel to said road running from Berlin to Milan fifty-eight and three tenths (58.3) feet to an iron pin on the southerly side line of Twitchell Lane, said pin being the northwest corner of said Ordway lot; thence North sixty-seven degrees West (N 67° W) one hundred seventy and five tenths (170.5) feet to an iron pin fifty (50) feet southerly from the southwest corner of the property conveyed by Anne R. Twitchell to Dr. Peter Maffeo; thence North seventy-one degrees fifteen minutes West (N 71° 15' W) and parallel with said Maffeo's south line three hundred sixty-five (365) feet to an iron pin, thence turning a right angle and running southerly two hundred fifteen and five tenths (215.5) feet to an iron pin, thence turning and running South sixty-eight degrees thirty minutes East (S 68° 30' E) seven hundred eighteen (718) feet, more or less, to an iron pin on the westerly sideline of said highway running from Berlin to Milan; thence northerly along the westerly sideline of said highway one hundred eighty-four and three tenths (184.3) feet to the point of beginning.

The Premises are comprised of two (2) tax parcels known as 2021 Riverside Drive, Berlin Tax Map 139, Lot 3, and 15 Twitchell Lane, Berlin Tax Map 139, Lot 5.

Together with the right to use, in common with others, a driveway along the southerly side of the Premises from the main highway, westerly three hundred (300) feet. Also, the right to the water line from the main highway to the house on said lot. Also, the right to maintain drainage as it now exists from the septic tank on said lot southerly to the main highway.

Together with the right to use, in common with others entitled thereto, Twitchell Lane and Twitchell Lane Extension for ingress to and egress from the within described Premises.

Meaning and intending to convey the same premises conveyed to the State of New Hampshire by warranty deed of Howard T. Woodward and Harriet W. Woodward, dated June 6, 1972, and recorded in the Coos County Registry of Deeds at Book 548, Page 181.

The Premises are conveyed subject to any easements, liens, restrictions, or encumbrances of record.

The Premises are not homestead property.

Any proposed sale of the Premises by the Grantee shall be subject to NH RSA 188-F:6, XIII-a.

The purpose of this deed is to confirm a portion of the wholesale transfer of real property from the State of New Hampshire to the Grantee effectuated by NH RSA 188-F:1-a, the effective date of such transfer being August 19, 2011, pursuant to 2011 N.H. Laws 199:4.

This deed is confirmatory and is therefore excepted from the application of the real estate transfer tax pursuant to NH RSA 78-B:2, V.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared the above-named Charles M. Arlinghaus, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

3113497\_1