



State of New Hampshire  
DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2411 Fax: 603-271-2629  
TDD Access: Relay NH 1-800-735-2964  
dncr.nh.gov



119

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June 11, 2024

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

**REQUESTED ACTION**

1. Pursuant to RSA 4:40, authorize the Department of Natural and Cultural Resources (Department) to sell approximately 30-acres of land located on the north side of Concord, known as Allen State Forest, to David F. Price, Sr. and David F. Price, Jr. for \$132,000, exceeding the appraised value which includes an administrative fee of \$1,100 pursuant to RSA 4:40, III-A, effective upon Governor and Council approval.
2. Further, authorize the Department to accept the payment of \$132,000 in accordance with the terms of the Purchase and Sales agreement and will be deposited into accounting unit 03-035-035-351010-72000000-403585 "Forest Improvement Fund."

**EXPLANATION**

The Department is seeking approval to dispose of State property known as Allen State Forest (Forest). The Forest is comprised of one 30-acre parcel. Due to the parcels inherently difficult access and small size, the Forest is not an economically viable working forest. Therefore, the Department desires to sell it on the open market for fair market value as determined by a recent appraisal.

This request was approved by the Council on Resources and Development on March 16, 2023 and by Long Range Capital Planning and Utilization Committee on June 10, 2024.

Attached is an executed Purchase and Sales Agreement approved as to form and substance by the Department of Justice (DOJ). Final closing, upon approval, shall be subject to the terms of the purchase and sales agreement and final approval of the warranty deed as to execution by the DOJ.

Respectfully submitted,

(LSM)

Sarah Stewart

Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**Inter-Department Communication**

**DATE:** June 11, 2024

**FROM:** Sheri Phillips  
Assistand Attorney General

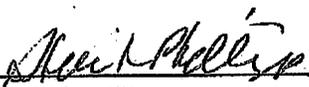
**AT:** Department of Justice  
Civil Bureau

**SUBJECT:** Purchase and Sales Agreement pertaining to Allen State Forest, located on the North Side of Concord, New Hampshire

**TO:** Patrick Hackley, Director  
Division of Forests and Lands  
Department of Natural and Cultural Resources

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The Office of the Attorney General has reviewed the Purchase and Sales Agreement and all attached documents between the New Hampshire Department of Natural and Cultural Resources ("Seller") and David F. Price, Sr. and David F. Price, Jr. (collectively referred to as "Purchasers"), regarding the sale of approximately 30 acres of land located on the north side of Concord, New Hampshire and known as Allen State Forest. This Purchase and Sales Agreement, including attachments, is approved as to form and substance only. Upon approval by the Governor and Council and following execution, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.

  
\_\_\_\_\_  
Sheri L. Phillips

## PURCHASE AND SALE AGREEMENT

**PURCHASE AND SALE AGREEMENT** made as of this 11<sup>th</sup> day of June, 2024, by and between **David F. Price, Sr.**, of 136 Flintlock Road, Contoocook NH, 03229, and **David F. Price, Jr.**, of 114 Flintlock Road, Contoocook NH, 03229, as joint tenants with rights of survivorship, ("BUYER") and the **State of New Hampshire**, through its **Department of Natural and Cultural Resources**, 172 Pembroke Road, Concord NH, 03301 ("SELLER"). This Purchase and Sale Agreement between the BUYER and SELLER is hereinafter referred to as the "Agreement." The terms and conditions of the Agreement are set forth below:

1. **PROPERTY:** The property to be conveyed is a certain tract or parcel of approximately 30 +/- acres of undeveloped forested land, and an associated right-of-way easement, identified on Concord Tax Maps as, Map 34Z, Lot 8 (the "PROPERTY"), currently owned by the State of New Hampshire, through its Department of Natural and Cultural Resources and located off the northerly side of Warner Road. The SELLER'S source of title is recorded at the Merrimack County Registry of Deeds as Book 426 Page 190, Book 2869 Page 550, and Book 2869 Page 547.

The SELLER is selling, and the BUYER is buying the property in an "AS IS CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE". BUYER acknowledges, on behalf of itself, its opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of the BUYER'S choosing, and that in purchasing the property BUYER is not relying on any statements or representations made by SELLER or SELLER'S agents as to the condition of the property and/or any improvements thereon, including, but not limited to, soils and geology, suitability of the property and/or its improvements for particular purposes, and/or in compliance with any local, city, county, state and/or federal statutes, codes or ordinances. The closing of the transaction shall constitute an acknowledgment by the BUYER that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

2. **PURCHASE PRICE:** The SELLER hereby agrees to sell, and the BUYER hereby agrees to purchase the Property for One Hundred and Thirty-two Thousand Dollars (\$132,000.00) ("PURCHASE PRICE"). The Purchase Price, which includes the appraised value of the PROPERTY and administrative fees per RSA 4:40, will be paid by the BUYER to the SELLER with a certified banker's check made out to: "Treasurer, State of New Hampshire" at the closing.
3. **REAL PROPERTY AND TRANSFER TAXES:** The Seller is exempt from the real estate transfer tax under RSA 78-B. The Buyer agrees to pay all recording fees, in addition to being responsible for payment of property taxes as detailed in provision 4 below.
4. **ADJUSTMENTS TO PURCHASE PRICE:** Real estate and other property taxes (collectively, the "Taxes") for the current year shall be prorated as of the Closing Date and the net amount thereof shall be added to or deducted from Purchase Price payable by the Buyer. Taxes due and payable on the Closing Date shall be paid by the Buyers. If the amount of Taxes is not known at the Closing Date, they shall be apportioned based on the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the deed.

5. **TITLE AND DEED:** The SELLER shall convey the PROPERTY to the BUYER by quitclaim deed, conveying good and clear record and marketable title thereto, free and clear from any known liens, encumbrances, easements, mineral rights and any environmental conditions except as may appear of record and are acceptable to BUYER.
  - A. The BUYER acknowledges that title to the PROPERTY presently is subject to:
    - i. 100-foot-wide power line utility easement and right-of-way, recorded at the Merrimack County Registry of Deeds as Book 434 Page 375.
    - ii. Current Use Taxation as of April 11, 1974.
6. **CLOSING:** At the closing, a quitclaim deed shall be delivered, and exclusive possession shall be given to the BUYER, and the BUYER shall tender the Purchase Price to the SELLER. The closing shall occur within thirty (30) days after the satisfaction of the condition's precedent provided in Paragraph 10 herein. The date, time and location of the closing shall be mutually agreed to by the SELLER and the BUYER, within that time period.
7. **EXAMINATION OF TITLE AND ENVIRONMENTAL ASSESSMENT:** If the BUYER desires an examination of title or environmental assessment, they shall bear the cost thereof and disclose any findings.
  - A. **TITLE:** If, upon examination of title, it is found that the title is not marketable, the SELLER shall have a reasonable time, not to exceed 30 days from the date of notification of defect (unless otherwise agreed to in writing) to remedy such defect. Should the SELLER be unable to provide marketable title within said 30 days, the BUYER may rescind this agreement at the BUYER'S sole option and all parties being released from any further obligations hereunder. The SELLER hereby agrees to make a good faith effort to correct the title defect within the 30-day period above prescribed once notification of such defect is received.
  - B. If, upon examination of environmental assessment, it is found environmental issues detrimental to the BUYER exist, this Agreement may be rescinded at the option of the BUYER.
8. **HAZARDOUS MATERIALS:** The SELLER affirms that to the best of SELLER'S knowledge, the property is free and clear of all hazardous and regulated substances that requires remediation under state and federal law.
9. **HISTORICAL & CULTURAL:** The SELLER affirms that in accordance with RSA 227C-9, the property is free and clear of any known potential archaeological, historical, architectural, or engineering significance and no studies were required.

10. **CONDITIONS PRECEDENT:** The BUYER understands that the SELLER must secure the approval to sell the PROPERTY from the Long-Range Capital Planning and Utilization Committee and the Governor and Executive Council prior to the closing. If the SELLER perceives any time before closing that it will need additional time to complete any necessary approval process, it shall notify the BUYER in writing of the remaining approvals necessary and the expected time frame in which such approvals can be reasonably obtained. The BUYER shall grant all reasonable requests for extensions of time by the SELLER but in no event shall the closing be extended to a date after February 1, 2025.
11. **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 to the BUYER at the Closing.
12. **TIME:** Time is of the essence for all dates and time periods in the Agreement.
13. **DEFAULT:** If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.
14. **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 BUYER.
15. **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.
16. **ASSIGNMENT:** The BUYER may not assign this Agreement, or any interest herein, without the prior consent of the SELLER, which consent shall not be unreasonably withheld.
17. **SEVERABILITY:** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.
18. **GOVERNING LAW:** The AGREEMENT is made in accordance with New Hampshire law and shall be interpreted, governed, and enforced under New Hampshire law. This Agreement may not be canceled, modified, or amended except by written instrument executed by both parties. The provisions, covenants, and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns.
19. **COUNTERPARTS:** The AGREEMENT may be executed in two (2) or more counterparts, all of which shall constitute but one (1) Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. It is acknowledged and agreed between the parties hereto that no broker is involved in this transaction.

Signature page to follow.

In WITNESS WHEREOF the parties have caused this instrument to be executed this 11th day of June 2024.

**SELLER**  
State of New Hampshire

*Sarah Stewart*

6/11/2024

\_\_\_\_\_  
Sarah L. Stewart, Commissioner Date  
Department of Natural and Cultural Resources

**BUYERS**  
David F. Price, Sr. and David F. Price, Jr.

*David F. Price Sr. 3/30/24*

\_\_\_\_\_  
David F. Price, Sr. Date

*David F. Price Jr. 3/30/24*

\_\_\_\_\_  
David F. Price, Jr. Date

- Restaurants
- Hotels
- Things to do
- Museums
- Transit
- Pharmacies
- ATMs

**Subject parcel**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMIC DEV.



NOT TO SCALE  
FOR INFORMATION ONLY  
THIS MAP IS NOT A SURVEY  
AND SHOULD NOT BE USED FOR A SURVEY

NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION



VICINITY MAP

Not to Scale

REVISIONS  
NO. DATE DESCRIPTION

NOTE: SEE MAP OF ALLEN STATE FOREST DRAWN BY  
P.W. RODGERS T-743  
REVISIONS OF THE ORIGINAL EXACT 1942 BIRTH REGISTERS  
MAP TO CORRESPOND TO THE CONFORMANCE PLANS  
SITE PLANS FOR DESIGNING SUBJECTS AC. BY J.L. BELANGER  
SHEETS #2 & #3, #4071 BY G.E. HAY-DART-125  
POWERLINES, ROADS ETC. FROM AERIAL PHOTOS

AERIAL PHOTOGRAPHY AND OLD MAPS HAVE BEEN UTILIZED IN THE  
MAPPING PROCESS OF ROADS, WATER BODIES, BUILDINGS  
E.T.C. AND LOCATION SHOULD BE CONSIDERED APPROXIMATE

ALLEN STATE FOREST  
CONCORD, NEW HAMPSHIRE

SCALE: 1" = 200'  
DATE: APRIL 2002 ACAD Refraet 3/09  
AREA = 30.01 Acres SURVEYED BY: SEE NOTE



Google Earth

© 2019 Google

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Approved by the Long Range Capital Planning  
and Utilization Committee June 10, 2024

LRCP 24-022



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

April 18, 2024

Representative Mark McConkey, Chairman  
Long Range Capital Planning and Utilization Committee  
Legislative Office Building, Room 201  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 4:40, the Department of Natural and Cultural Resources requests approval to sell approximately 30-acres of land located on the north side of Concord, known as Allen State Forest, to David F. Price, Sr. and David F. Price, Jr. for \$132,000, which includes an administrative fee of \$1,100 pursuant to RSA 4:40, III-a.

**EXPLANATION**

The Department of Natural and Cultural Resources (DNCR) is seeking approval to dispose of the State property known as Allen State Forest (Forest). The Forest is comprised of one 30-acre parcel. Due to the parcels inherently difficult access, and small size, the Forest is not an economically viable working forest. Therefore, DNCR desires to sell it on the open market for fair market value as determined by a recent appraisal. The DNCR intends to sell the 30-acre parcel for more than the appraised value of \$129,000. The funds received will be deposited into the Forest Improvement Fund.

This request was approved by the Council on Resources and Development on March 16, 2023.

Your approval is respectfully requested. Please contact Keri Yankus at 603-271-2214 with any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Sarah L. Stewart". To the right of the signature is a small circular stamp containing the initials "SL".

Sarah L. Stewart  
Commissioner

Attachments



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



New Hampshire Council on Resources and Development  
NH Office of Planning and Development  
100 N Main St., Concord, NH 03301

### RECOMENDATION MEMORANDUM

**TO:** Sara L. Stewart, Commissioner  
Robert Spoerl, Land Agent, Division of Forests and Lands  
NH Department of Natural and Cultural Resources

**FROM:** Stephanie N. Verdile, Principal Planner  
NH Office of Planning and Development

**DATE:** March 16, 2023

**Reference:** 2023 SLR 004

**Request from the New Hampshire Department of Natural and Cultural Resources (NHDNCR) to dispose of the State property known as Allen State Forest. The forest is comprised of one 30-scre parcel and is located on Warner Road in Concord, NH.**

On March 9, 2023, the Council on Resources and Development (CORD) voted to **recommend approval** of the above referenced Surplus Land Review Application #2023 SLR-004.

Cc via email: Taylor Caswell, Commissioner, NH Dept of Business and Economic Affairs and Chair, Council on Resources and Development [Taylor.Caswell@livefree.nh.gov](mailto:Taylor.Caswell@livefree.nh.gov)  
Patrick Hackley, Director of Forests & Lands, Department of Natural & Cultural Resources  
Pamela Ellis, LBA Staff, Legislative Long Range Capital Planning and Utilization Committee  
[Pamela.Ellis@leg.state.nh.us](mailto:Pamela.Ellis@leg.state.nh.us)

📍 100 North Main Street, Suite 100  
Concord, New Hampshire 03301

☎ 603.271.2341

👉 [visithn.gov](http://visithn.gov) [nheconomy.com](http://nheconomy.com) [choosenh.com](http://choosenh.com)

September 29, 2023

Robert Spoerl  
New Hampshire Department of Natural and Cultural Resources  
Division of Forests and Lands  
172 Pembroke Road  
Concord, NH 03301

**RE: Appraisal report of 30.01 acres of land in Concord, NH (Allen State Forest).**

Dear Mr. Spoerl:

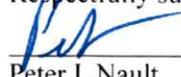
In accordance with your request, I have prepared, and am submitting herewith, an appraisal report of an appraisal of 30.01 acres of land off Warner Road in Concord, NH. The appraised property is owned by the State of New Hampshire. This appraisal provides my opinion of the market value, as defined herein, of the fee simple interest in the appraised property.

The subject does not include any existing maintained road frontage and has access via a deeded right of way from Warner Road. As noted previously, Ms. Fenstermacher with the City of Concord indicated that the owner of the subject would need to obtain a variance to allow development of the site with a residence due to its lack of road frontage. Ms. Fenstermacher indicated that the owner of the subject would have a very good chance of obtaining the variance and she further suggested that the owner would not likely have to do much "heavy lifting" to get the variance approved. She further stated that with the variance the City would likely require the owner to build a good quality driveway access with a minimum width of 12' and an adequate turn around for emergency vehicles. She also indicated that the driveway would not likely need to be paved. Given the above, this appraisal has been completed based upon the extraordinary assumption that the subject would be granted a variance to allow development of the site with a residence. This is considered to be reasonable given the information provided by Beth Fenstermacher with the City of Concord. If this appraisal was completed without this extraordinary assumption, it could result in a different value conclusion.

This report was prepared for and my professional fee billed to the State of New Hampshire. The intended user is the State of New Hampshire. The report may not be distributed to or relied upon by other persons or entities without our written permission. The intended use of this appraisal is to assist in establishing the value of the property for selling on the open market. The report was prepared to meet the Uniform Standards of Professional Appraiser Practice (USPAP). To the best of my knowledge, all statements are true and unbiased. I have no financial interest in the property and my fee is not contingent upon the reporting of any value conclusion.

I have made a careful and thorough analysis of the property and the reader is referred to the Scope of Work section of this report. Based upon the scope of work completed for this appraisal, I have formed my opinion that the market value of the appraised property, subject to the definitions, certifications, limiting conditions, and extraordinary assumptions and hypothetical conditions set forth in the attached Report, as of September 22, 2023, is \$129,000.

Respectfully submitted,



Peter I. Nault  
President, NHCG-499