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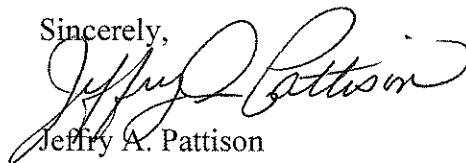
May 6, 2014

To Members of the Long Range Capital  
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, of which you are a member, will hold a regular business meeting on **Tuesday, May 13, 2014, at 2:30 p.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting

Sincerely,

  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachments

**LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE**  
**AGENDA**

Tuesday, May 13, 2014 at 2:30 p.m. in Room 201 of the Legislative Office Building

(1) **Acceptance of Minutes** of the April 21, 2014 meeting

(2) **Old Business:**

(3) **New Business:**

**RSA 4:39-c Disposal of Highway or Turnpike Funded Real Estate:**

LRCP 14-013 Department of Transportation – request authorization to sell an access point through the Controlled Access Right-of-Way (CAROW) of New Durham Road in the Town of Alton directly to T&M Fitzgerald Family Revocable Trust for \$66,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2014

**RSA 4:40 Disposal of Real Estate:**

LRCP 14-015 Office of Energy and Planning – request authorization to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH for a segment of an interstate natural gas pipeline, and to assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated May 6, 2014

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 14-014 New Hampshire Council on Resources and Development – One (1) Memorandum regarding Surplus Land Review for; Towns of Exeter and Stratham SLR 14-021

(6) **Date of Next Meeting and Adjournment**

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

April 21, 2014

The Long Range Capital Planning and Utilization Committee met on Monday, April 21, 2014 at 11:00 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman  
Representative Alfred Lerandean  
Representative John Graham (Alternate)  
Representative Katherine Rogers (Alternate)  
Senator David Boutin, Vice Chairman  
Senator Sylvia Larsen  
Senator James Rausch  
Senator Nancy Stiles  
Gerard Murphy, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 11:00 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Representative Graham, seconded by Senator Boutin, that the minutes of the March 4, 2014 meeting be accepted as written. MOTION ADOPTED.

OLD BUSINESS:

LRCP 14-005 Additional Information Community College System of New Hampshire – as required by the conditional Committee approval granted March 4, 2014 (LRCP 14-005) to amend the expiration date of the “Due Diligence Period” from December 31, 2013 to April 15, 2014, a signed Second Amendment to Purchase and Sale Agreement between the Community College System of New Hampshire and Juliet Marine Systems, Inc., dated March 10, 2014, was submitted for informational purposes.

LATE ITEM:

RSA 188-F:6, XIII-a, AUTHORITY OF THE BOARD OF TRUSTEES:

LRCP 14-012 Community College System of New Hampshire – Dr. Ross Gittell, Chancellor, Shannon Reid, Director of Communications, Community College System of New Hampshire, and Greg Sancoff, President/CEO of Juliet Marine Systems, Inc. presented the request and responded to questions of the Committee. Christopher Way, Deputy Director, Division of Economic Development, Department of Resources and Economic Development spoke in support for the sale of this property to Juliet Marine Systems.

On a motion by Senator Stiles, seconded by Senator Rausch, that the Committee approve the request of the Community College System of New Hampshire to amend LRCP 13-005, approved March 4, 2014, by amending the expiration date of the "Due Diligence Period" from April 15, 2014 to September 15, 2014, and to approve such other provisions that are contained in the 3<sup>rd</sup> Amendment to the Purchase and Sale Agreement for the sale of 89.9 +/- acres, consisting of a 100,035 +/- square foot building located at 275 Portsmouth Avenue, Stratham to Juliet Marine Systems, Inc., subject to the conditions as specified in the request dated April 18, 2014. This item (LRCP 13-019) was originally approved by the Long Range Capital Planning and Utilization Committee on April 16, 2013, and subsequently amended on August 6, 2013 (LRCP 13-033), and further amended on March 4, 2014 (LRCP 14-005). MOTION ADOPTED.

#### NEW BUSINESS:

#### RSA 4:39-c DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 14-010 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Lerandeau, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell two (2) portions of the Limited Access Right-of-Way consisting of 4,320 +/- square feet and 23,315 +/- square feet located at the southwest corner of Interstate 293 and South Willow Street in the City of Manchester directly to AutoFair Realty, LP for \$351,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 1, 2014. MOTION ADOPTED.

LRCP 14-011 Department of Transportation – Charles Schmidt, PE, Administrator, Bureau of Right-of-Way, Department of Transportation and Stephen LaBonte, Assistant Attorney General, Department of Justice, presented the request and responded to questions of the Committee. Maureen Smith, Esquire, representing Granite State Gas Transmission from Orr and Reno, and Roger Barham, Senior Gas Engineer, Granite State Gas Transmission, were also present to address the Committee.

On a motion by Senator Boutin, seconded by Representative Lerandeau, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc., for an initial 15-year period with the option to extend the agreement for an additional term of 5 years at no cost, and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated April 2, 2014. MOTION ADOPTED.



RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 14-007 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Stiles, that the Committee approve the request of the Department of Administrative Services to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,000,000 to \$800,000, plus an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and extend the listing agreement with NAI Norwood Group for an additional six (6) months beyond the current expiration date of June 24, 2014, as specified in the request dated March 21, 2014. This item (LRCP 13-005) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013, and subsequently amended on September 24, 2013 (LRCP 13-042). MOTION ADOPTED. (8-Yes, 1-No)

RSA 4:40 DISPOSAL OF REAL ESTATE, AND RSA 228:57 SALE OR LEASE; PURPOSE:

LRCP 14-009 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Graham, seconded by Senator Boutin that the Committee approve the request of the Department of Transportation, Bureau of Rail and Transit, to sell approximately .12 acres (5,232.5 square feet) on the State-owned Mountain Division Railroad corridor in the Town of Bartlett to Cabin Fever Property LLC for a total of \$13,500, and assess an \$1,100 Administrative Fee, which includes a required \$500 deposit already submitted by Cabin Fever Property LLC, subject to the conditions as specified in the request dated March 18, 2014. MOTION ADOPTED.

RSA 228:57 SALE OR LEASE; PURPOSE:

LRCP 14-008 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Stiles, seconded by Senator Boutin that the Committee approve the request of the Department of Transportation, Bureau of Rail and Transit, to lease Merrimack Valley Railroad sidings on approximately .87 acres (37,575 square feet) on the State-owned Concord to Lincoln Railroad corridor in the Town of Northfield at \$.10 per square foot for a cost of \$3,757.50 per year, plus \$100 per year for the private pedestrian at-grade and electric utility

crossings, for a total of \$3,857.50 per year for a period of five (5) years, with a five-year renewal provision, and assess a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated March 12, 2014. MOTION ADOPTED.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee was set for Tuesday, May 13, 2014 at 2:30 p.m.


On a motion by Representative Lerandau, seconded by Senator Boutin, that the meeting adjourn. (Where upon the meeting adjourned at 11:31 a.m.)

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Representative John R. Cloutier, Clerk

**STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION**

(4149-26,26A)

**FROM:** Charles R. Schmidt, PE   
Administrator**DATE:** April 25, 2014**AT:** Dept. of Transportation  
Bureau of Right-of-Way**SUBJECT:** Granting of an Access Point in Alton  
RSA 4:39-c**TO:** Representative David Campbell, Chairman  
Long Range Capital Planning and Utilization Committee**REQUESTED ACTION**

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell an access point through the Controlled Access Right-of-Way (CAROW) of New Durham Road in the Town of Alton directly to T&M Fitzgerald Family Revocable Trust for \$66,100.00 which includes a \$1,100.00 Administrative Fee subject to the conditions as specified in this request.

**EXPLANATION**

The Department has received a request from T&M Fitzgerald Family Revocable Trust requesting to acquire an access point through the Control Access Right of Way of New Durham Road to their property located on the Easterly side of New Durham Road in the Town of Alton.

T&M Fitzgerald Family Revocable Trust is currently marketing a 3.05 +/- acre property of land that they own for sale. McDonald's currently has an option to acquire their property that this additional access point will service. McDonald's is proposing to relocate their business from their current location on NH Route 11 to this parcel on New Durham Road.

This proposed access point will be located on New Durham Road across from Homestead Place, approximately 200 feet northeast of the corner of NH Route 11. This access point will allow ingress and egress to their 3.05 +/- Acre parcel and would be easily visible to motorists from the Alton Traffic Circle. An additional egress to their property (its current access) would be located further east on New Durham Road, outside the Controlled Access limits of the road which would not be visible from the traffic circle.

Alton zoning regulations state that restaurant and/or drive-in restaurant use is permitted "only on parcels that have frontage on and access directly from a Class I, II, III and IIIa highways as defined by the NHDOT". This potential access point would allow access directly from the Controlled Access portion of New Durham Road which is designated as a Class V roadway.

The property owners in 2013 applied for and were denied a variance to construct a restaurant with a drive-thru and associated parking and drives with access to a roadway other than a Class I, II, III, or IIIa highway. This proposed access point would not bring the benefitting property into zoning conformance for a drive-thru restaurant but would allow the owners to reapply for a variance from the zoning ordinance. The acquisition of this proposed access would improve the benefitting property's chances of obtaining the necessary variance.

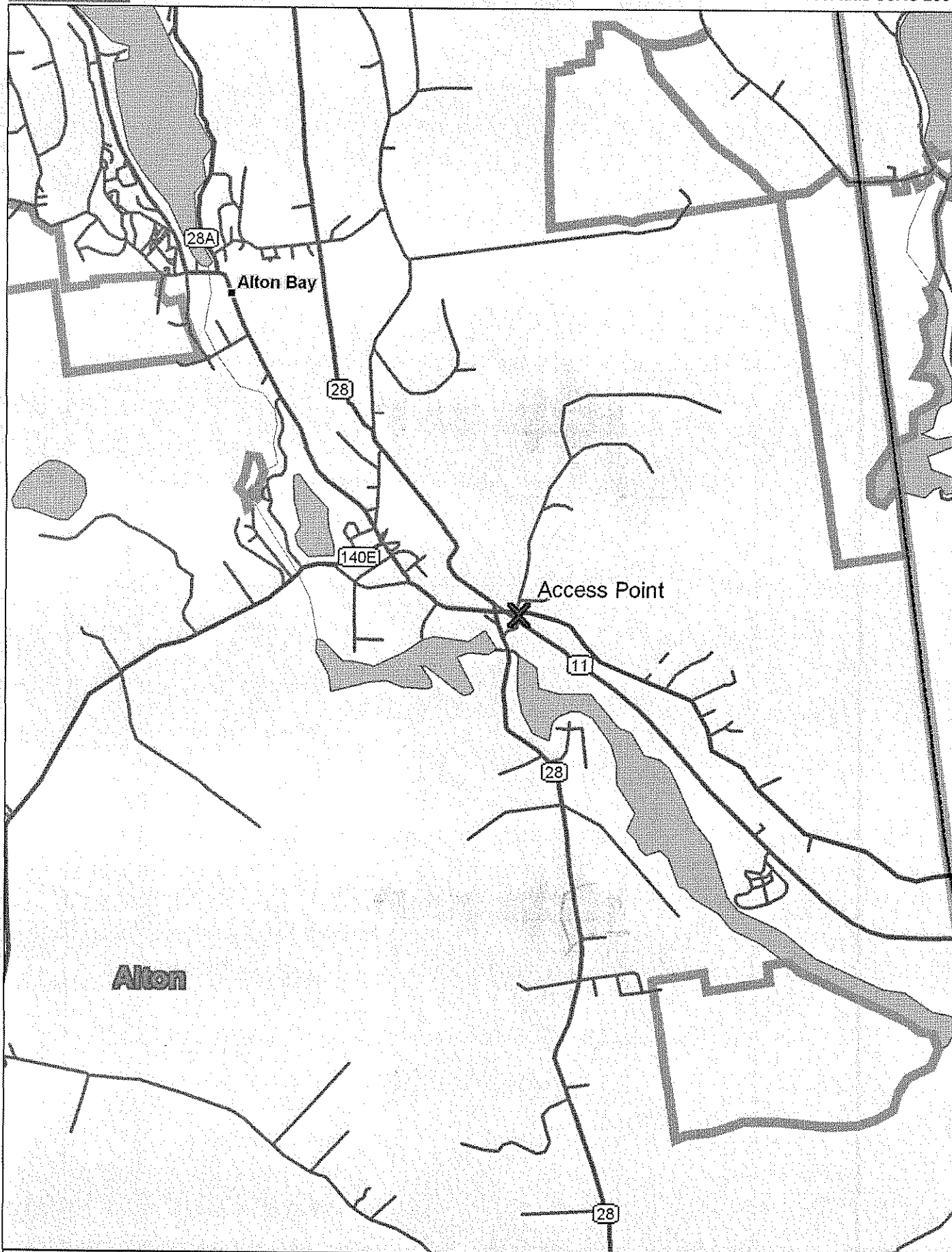
The potential granting of this access point has been reviewed by this Department and it has been determined that the granting of this access point is surplus to our operational needs and interest.

A staff appraiser from this Department completed an opinion of value for the purpose of establishing an indicated value for this requested access point onto New Durham Road. The appraiser researched sales data in Alton and Dover for her analysis. Based upon the analysis and adjustments of those sales, it was felt that the indicated value for the subject as of December 11, 2013, to be \$65,000.00.

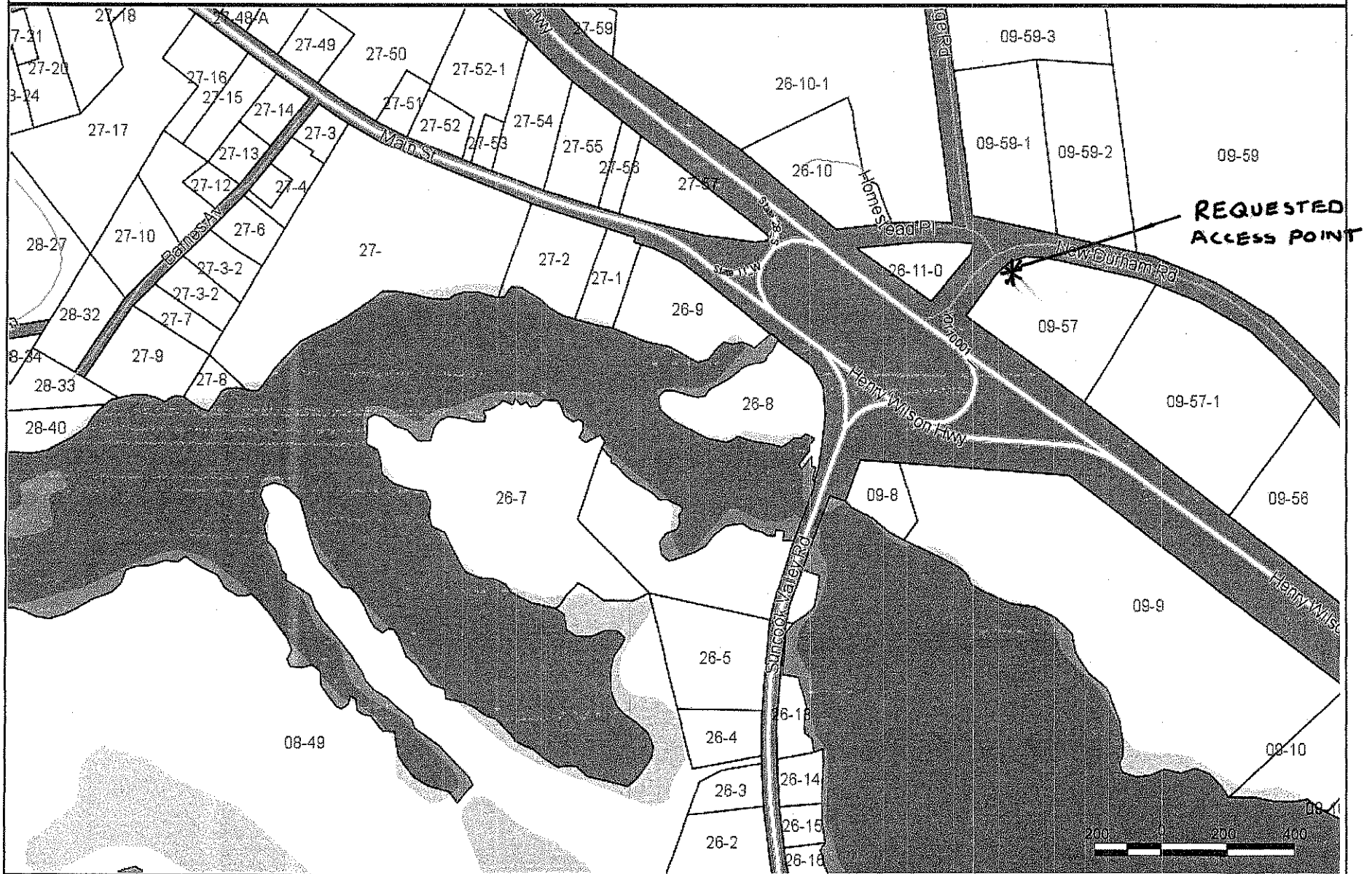
The Department proposes to grant this point of access to T&M Fitzgerald Family Revocable Trust for \$66,100.00, which includes an Administrative Fee of \$1,100.00.

Authorization is respectfully requested for the granting of an access point as outlined above.

CRS/PJM/jl  
Attachments



# Mosaic Parcel Map



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

# **Analysis of Indicated Price**

for

**Access Through a Controlled Access Right-of-Way  
Proposed for a Parcel Located on  
the Southeast Corner of Route 11 and New Durham Road  
Alton, NH**

**Property Owner:  
State of New Hampshire**

**Effective Date of Analysis:  
December 11, 2013**

**Prepared For:  
Mr. Charles R. Schmidt, PE  
Bureau Administrator  
Bureau of Right-of-way  
NH Department of Transportation  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483**

**Prepared By:  
Laura J. Davies  
Supervisor, Bureau of Right-of-Way  
NH Department of Transportation  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483**

<b>FROM:</b>	Laura J. Davies, Supervisor Bureau of Right-of-Way	<b>DATE:</b>	January 27, 2014
<b>TO:</b>	Mr. Charles R. Schmidt, PE Bureau Administrator	<b>AT:</b>	NHDOT - Bureau of Right-of-Way Concord Office
<b>THROUGH:</b>	Stephen Bernard Chief Appraiser		
<b>SUBJECT:</b>	Analysis of the Indicated Price for an Access Point through a Controlled Access Right-of-Way Proposed to Benefit a Parcel Located at the Southeast Corner of Rte. 11 & New Durham Rd, Alton, NH		

**Summary of Analysis:** This memo constitutes a summary of the analysis undertaken to form an opinion of the indicated price for the above referenced access point. The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation, Bureau of Right of Way.

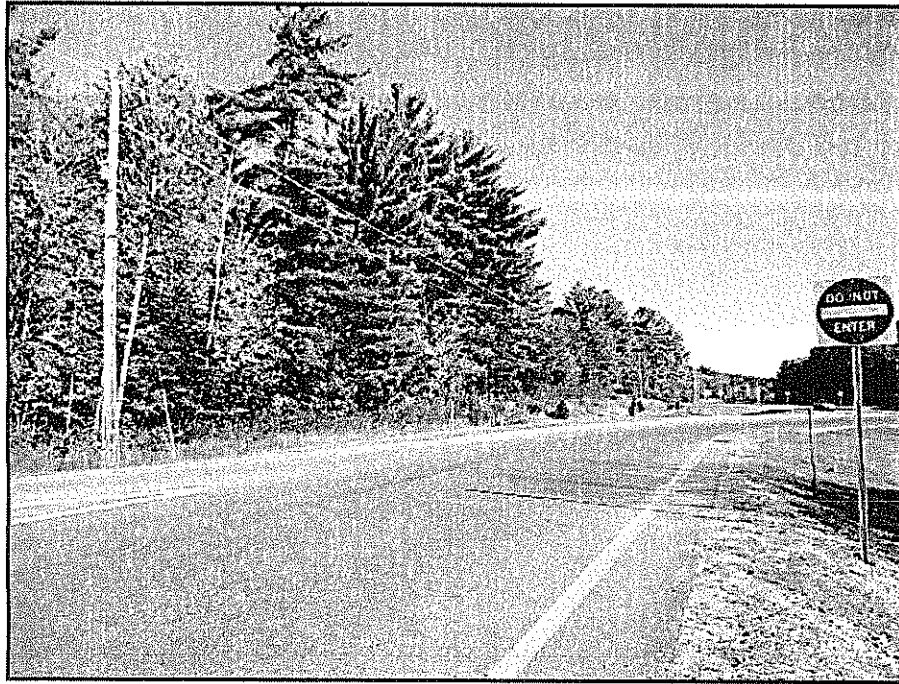
The purpose of this analysis is to develop an opinion of the indicated price for a potential access point through a controlled access right-of-way to benefit the property located at the southeast corner of Route 11 and New Durham Road, Alton, NH that is owned by the T & M Fitzgerald Family Revocable Trust. The access point's indicated price is to be based on the prices of other access points that have been acquired for the benefit of other properties with some commercial influence. The property that would benefit from the sale of this access is a 3.05± acre parcel of undeveloped land located in Alton's RR – Residential Rural Zone. The potential access point would allow access directly from the controlled access portion of New Durham Road, designated as a Class V road, to the subject site. The access point would allow this site to re-apply for a variance from the zoning ordinance which requires that a restaurant and/or drive-in restaurant "have frontage on and access directly from a Class I, II, III or IIIa highway as defined by NHDOT" according to Alton's zoning ordinance. The effective date of this analysis is December 11, 2013, the date of the final inspection. The initial inspection and photographs occurred on October 9, 2013.

The property to benefit from the sale of the proposed access consists of 3.05± acres with 417.87± feet of frontage on Route 11 but no access, and 609.77± feet of frontage on New Durham Road, of which 350± feet is within the controlled access portion of the road. The site is currently an unimproved wooded site with a significant area of wetlands shown on concept plans for the parcel. A price for the access point is being analyzed for a potential sale to the proposed buyer of the benefitting property in order to allow development of the site as a McDonald's restaurant. The restaurant would be relocated from its current location fronting on the traffic circle and across New Durham Road from the subject with access off of Homestead Place.

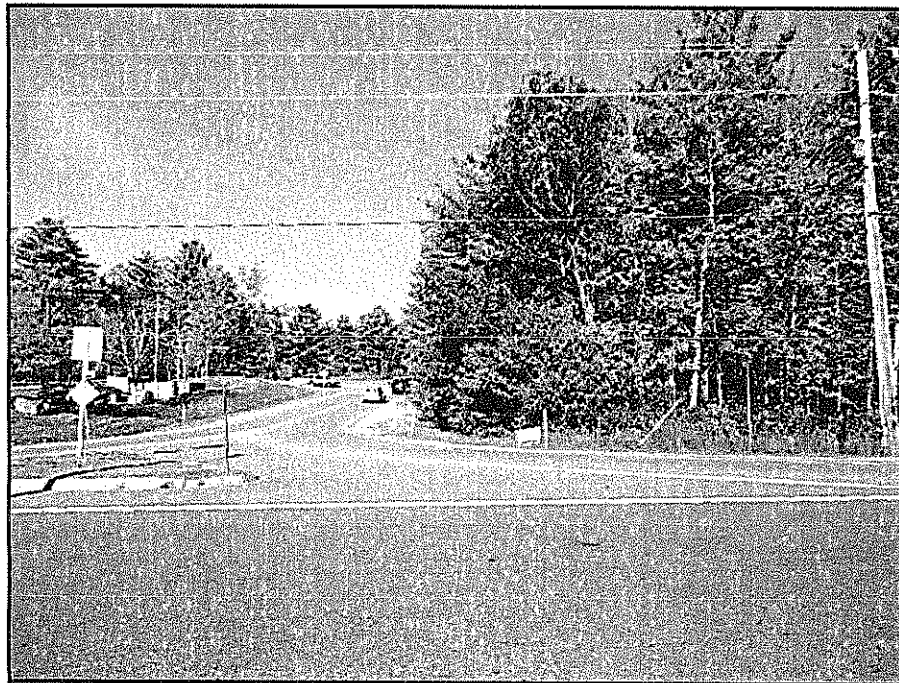


The attached report summarizes the basis of the analysis and the data considered. Based on the data collected and analyzed, in my opinion the indicated price of the proposed access point as of December 11, 2013 is: **\$65,000**

Photographs of Proposed Access Area  
Taken October 9, 2013 by Laura Davies

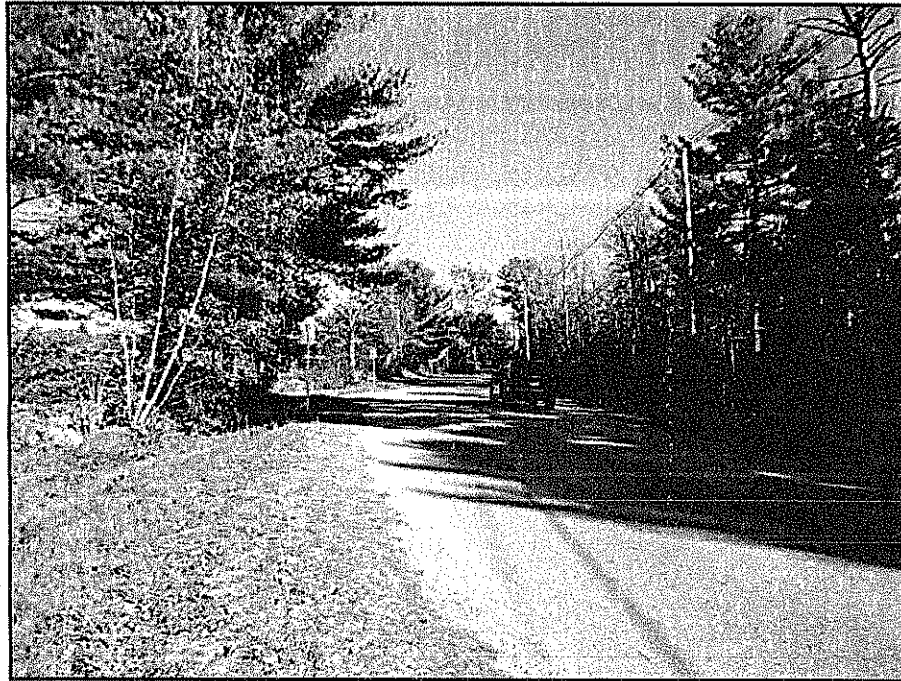


View of Route 11 at the Alton Traffic Circle facing southeast.

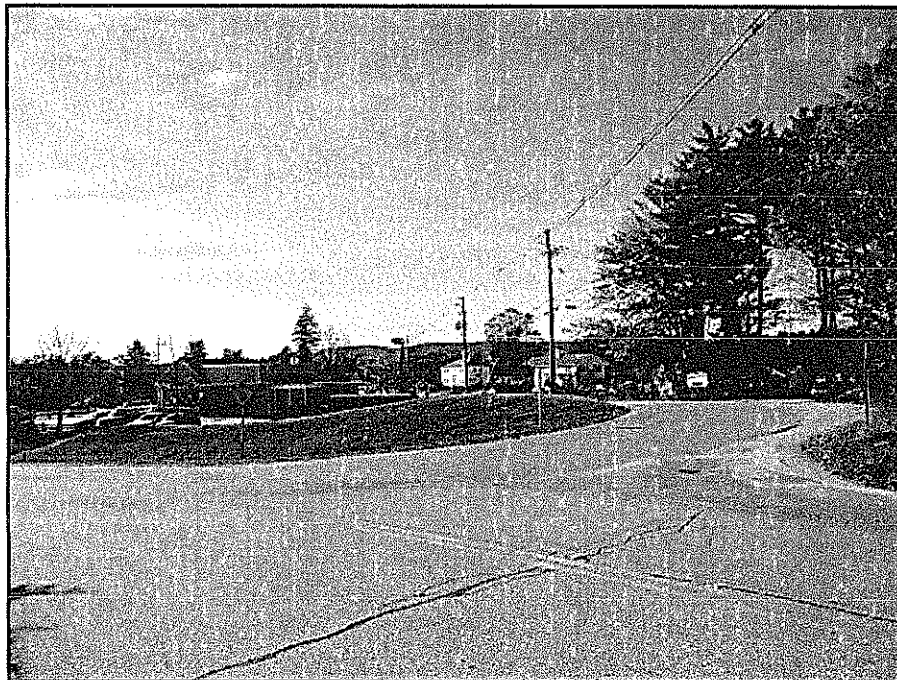


View of corner of Route 11 and New Durham Road, proposed access area at right. Looking northeast from the traffic circle.

Photographs of the Proposed Access Area  
Taken October 9, 2013 by Laura Davies



View along New Durham Road facing east from just north of proposed access point



View from New Durham Road near the area of the proposed access looking west toward Homestead Place and the existing McDonalds.

### **General Assumptions**

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas and right-of-way information given to me have been properly calculated and related.
- Broker and assessor information are reliable and correct.
- The abstracts of title and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- This price opinion does not value real estate but provides data and analysis from which to derive a price for the sale of an access point through a Controlled Access Right-of-Way.

### **Extraordinary Assumptions**

None

### **General Limiting Conditions**

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the proposed access through a Controlled Access Right-of-Way. I have not performed a survey or a title search and do not assume responsibility in these matters.
- Possession of this report (or a copy) does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
- Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

### **Purpose of Analysis**

The purpose of the appraisal is to develop an opinion of the indicated price of the proposed access point through a Controlled Access Right-of-Way based on the sale price of other access points or easements.

### **Price**

As referred to herein, the term Price is defined by *The Dictionary of Real Estate Appraisal, fifth edition*, (The Appraisal Institute, 2010) as follows:

The amount asked, offered or paid for a property. Once stated, price is a fact, whether it is publicly disclosed or retained in private. Because of the financial capabilities, motivations, or special interests of a given buyer or seller, the price paid for a property may or may not have a relation to the value that might be ascribed to that property by others. (USPAP 2010-2011 ed.)

In this case the price does not relate to a property, but the right of access through a Controlled Access Right-of-Way.

**Date of Inspection**

October 9, 2013 and December 11, 2013.

**Effective Date**

December 11, 2013.

**Date of Report**

January 27, 2014.

**Intended Use**

The intended use of this report is to assist the client—the New Hampshire Department of Transportation, Bureau of Right of Way, and its officials, employees and agents in providing a reasonable and supportable indicated price for the access point for a possible sale, financial planning and decision making.

**Intended User**

The reader should clearly understand that this report is intended to be for the exclusive use of the New Hampshire Department of Transportation.

**Scope of Work**

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-location inspection and photographing of the area of the proposed access point on October 9, 2013 and an additional inspection on December 11, 2013. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, access and traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation. I researched other transactions that enabled access to a commercial use including the sale of access easements and points of access.

I formed an opinion of indicated price of the proposed access point based on comparison with other transactions involving the sale of access easements or rights.

Data was collected and compiled from several sources, including the Town of Alton, City of Dover, Strafford and Belknap County Registries of Deeds, Northern New England Real Estate Network (MLS), Real Data, and local real estate professionals.

#### **Identification of Proposed Access Point**

The proposed access point is located on the southeast side of New Durham Road across from the junction with Homestead Place. The property that would benefit from the granting of this access point is identified as a 3.05± acre parcel located on the eastern corner of Route 11 and New Durham Road at the Alton Traffic Circle, Alton, Belknap County that is owned by the T & M Fitzgerald Family Revocable Trust. It is further identified by the Alton Assessor as Lot 57 on Map 9.

#### **Listing, Transfer, and Ownership History**

The Controlled Access Right-of-Way is owned by the State of New Hampshire while the Class V New Durham Road (meaning only the pavement in the area within the State owned Controlled Access Right-of-Way) is owned by the Town of Alton. The T & M Fitzgerald Family Revocable Trust currently owns the benefitting parcel. They acquired the property from Maureen A. Fitzgerald, a related party, in a non-fair market value transaction recorded on May 2, 2007 at the Belknap County Registry of Deeds in Book 2402 Page 420.

The benefitting property is currently offered for sale at an asking price of \$695,000 for 3.05 acres or \$895,000 for an additional 2 acres to the east. The land was listed with John Mueller of NAI Norwood Group on May 3, 2012 at this price and continued to be marketed as an active listing until January 1, 2014 according to the Multiple Listing Service. Despite the fact that the property has been actively marketed, Mr. Mueller reported that McDonalds has a contract for or option on the property for the relocation of their restaurant from across the street at an undisclosed price. Mr. Mueller appears to continue to be involved in marketing the site. The owners have applied for and been denied a variance for the construction of a restaurant with drive-thru with access from other than a Class I, II, III or IIIa highway in April 2013.

### Area/Neighborhood Description

The town of Alton is located at the southeastern corner of both Lake Winnepesaukee and Belknap County within the Lakes Region of central New Hampshire. Alton is approximately 28 miles north of Concord, NH 40 miles north of Manchester and Portsmouth, NH and 91 miles north of Boston, MA. Alton is bordered by the towns of Barnstead to the south, Gilford and Gilmanton to the west, Lake Winnepesaukee and Wolfeboro to the north and New Durham to the east. The town occupies 63.9 square miles of land area and 19.3 square miles of inland water.

Alton enjoys good access to surrounding communities via State Routes 28, 11 and 140. Route 11 intersects with the Spaulding Turnpike (Route 16) approximately 15 miles to the southeast, providing access to Portsmouth, NH and Interstate 95 which in turn provides access to Portland ME to the north and Boston, MA to the south.

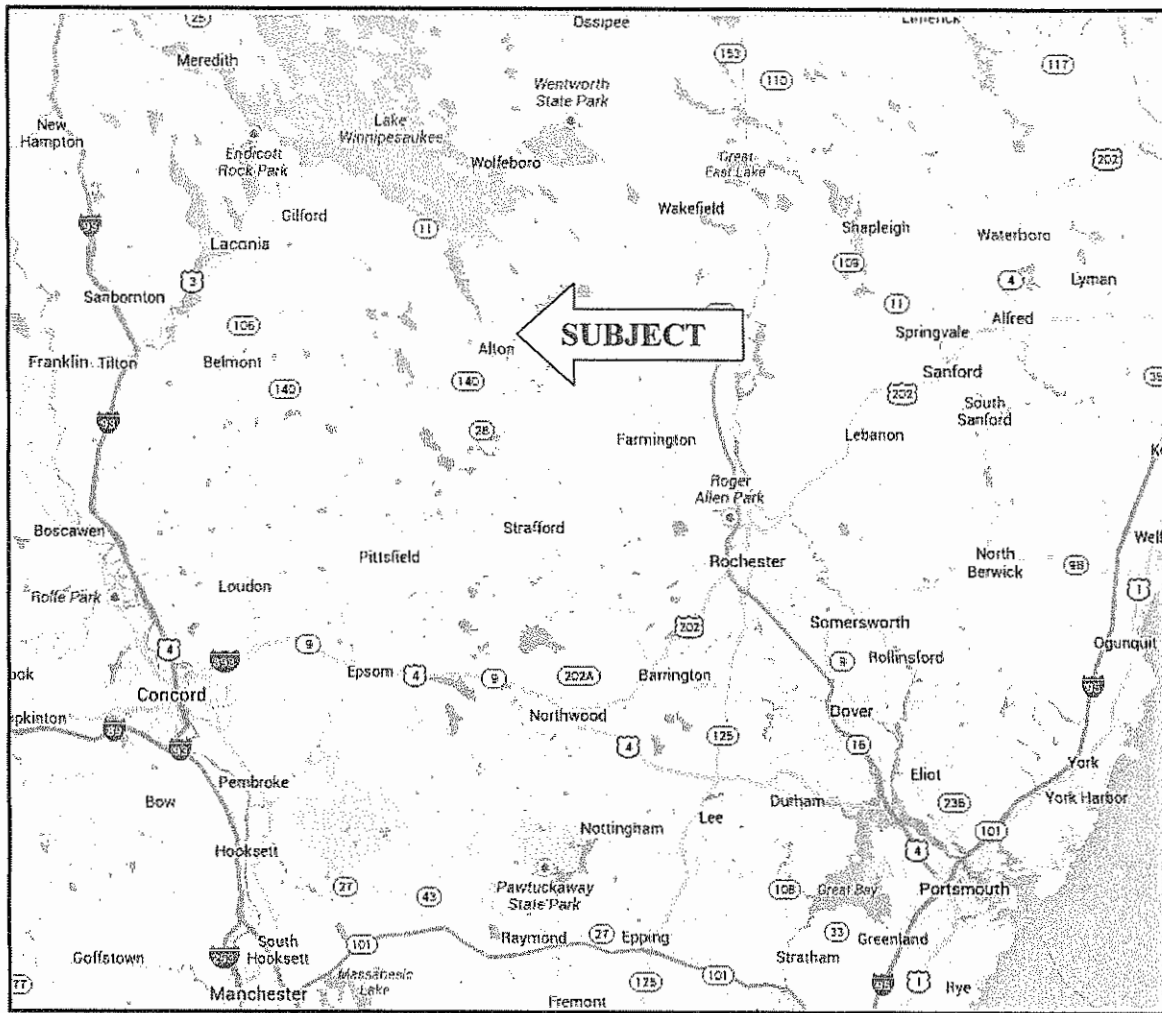
New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and have remained stable during the past year. The most recent statistics available from NH Department of Labor report unemployment rates in October 2013 were: 4.3% in the Town of Alton; 4.8% in the Wolfeboro Labor Market Area; 4.9% in Belknap County; 5.0% in New Hampshire; 7.3% in New England and 7.0% in the United States.



Alton's 2012 population was 5,277, the 64<sup>th</sup> largest among the State's incorporated cities and towns. Alton's population density is 83.5 persons per square mile. The largest employer in the community is the Town of Alton, with 140 employees, followed closely by Hannaford Brothers Supermarket with 132 employees. The subject neighborhood includes the Hannaford Supermarket. The predominant use in the neighborhood is convenience type retail, with two fast food restaurants, a gas station/convenience store and the supermarket acting as anchors in the neighborhood. Other uses include a multi-tenant office center, residences, a hardware store, and some undeveloped land.

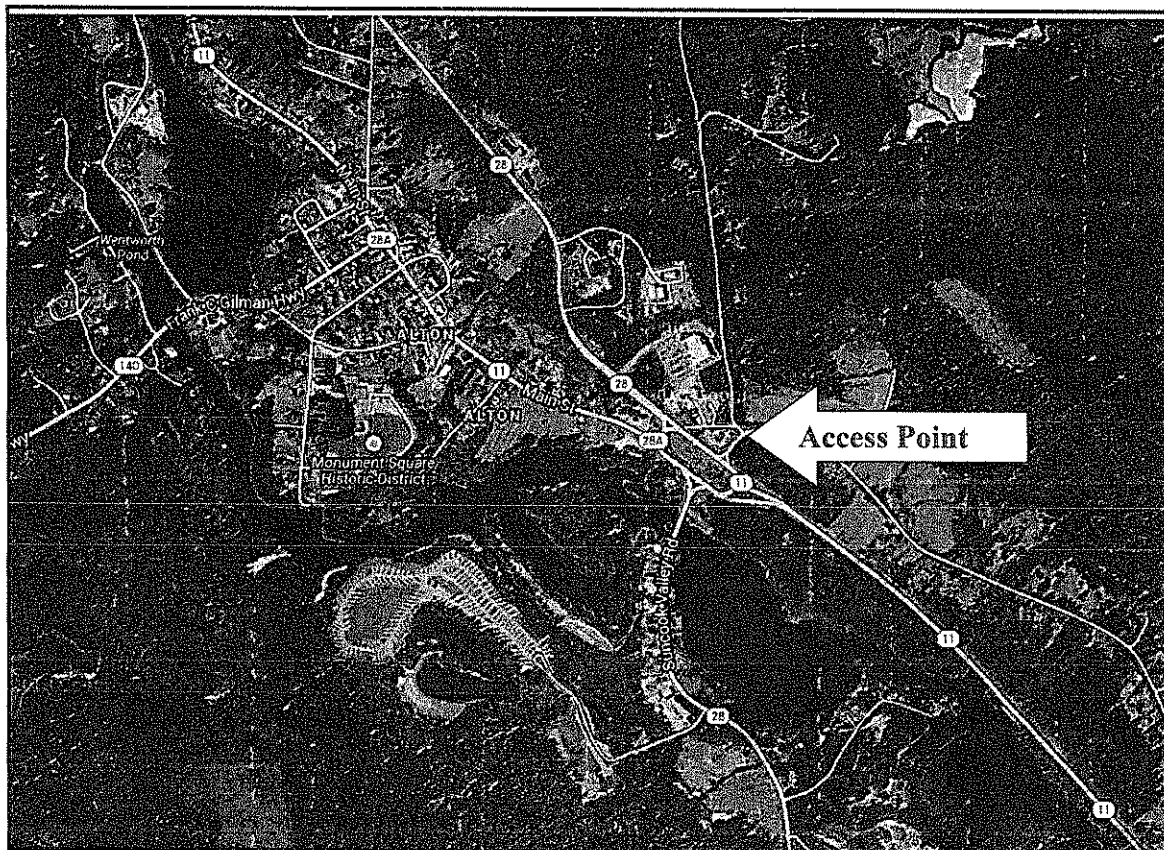
In summary, Alton is a well-established Lakes Region community with good access to the surrounding communities as well as average access to the regional highway system and a relatively small year round employment base. The subject neighborhood also enjoys good accessibility. The neighborhood has a significant concentration of convenience retail uses, as well as other commercial uses. The neighborhood immediately around the traffic circle has been experiencing a trend of some growth for the past 15 years and the remaining undeveloped land will likely be developed with similar uses at some future date.

## Area Map





### Neighborhood Map



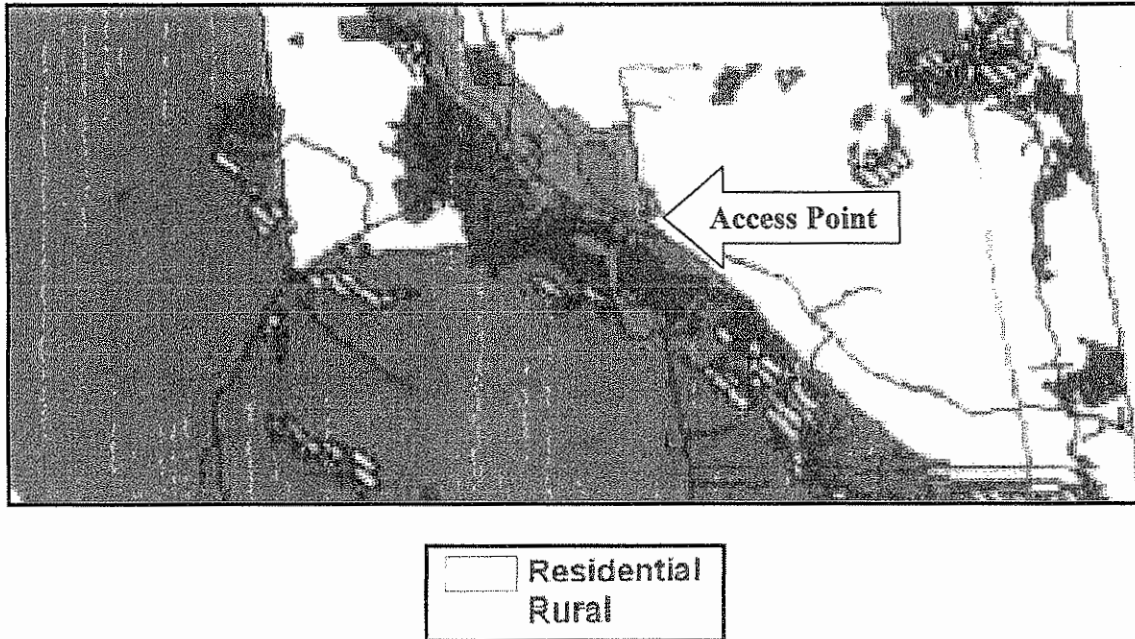
### ZONING

The benefitting property is located in Alton's RR- Rural Residential Zone. Permitted uses include: single, two and multi-family dwellings, accessory apartments, manufactured homes, pre-site built housing, dwellings for the elderly, home business, financial, business, and professional offices, child daycare or kindergarten, nursing home, funeral establishments, general stores, gift, antique and craft shops, golf courses or driving ranges, green houses or nurseries, lodging house or bed and breakfast, self-storage facilities and warehouses, market gardens, flowers and produce, not for profit recreational uses, riding stables or academies, repair shop for appliances, small engine repair, studio, art or photographers, agriculture, agritourism, conservation, forestry and small wind energy facilities.

In addition, restaurant and/or drive-in restaurant use is permitted "only on parcels that have frontage on and access directly from a Class I, II, III or IIIa highway as defined by NHDOT." The potential access point would allow access directly from the controlled access portion of New Durham Road across from the junction with Homestead Place, designated as a Class V road, to the subject site. It should be noted that the benefitting property's owners were denied a variance "to construct a restaurant with drive-thru and associated parking and drives with access from other than a Class I, II, III or IIIa highway (New Durham Road)" on April 4, 2013.

The proposed access point would not bring the benefitting property into conformance with the zoning requirements for a drive-in restaurant but would allow the owners to re-apply for a variance from the zoning ordinance. The acquisition of the proposed access through the Controlled Access Right-of-Way would improve the benefitting property's likelihood of obtaining the necessary variance.

#### Zoning Map

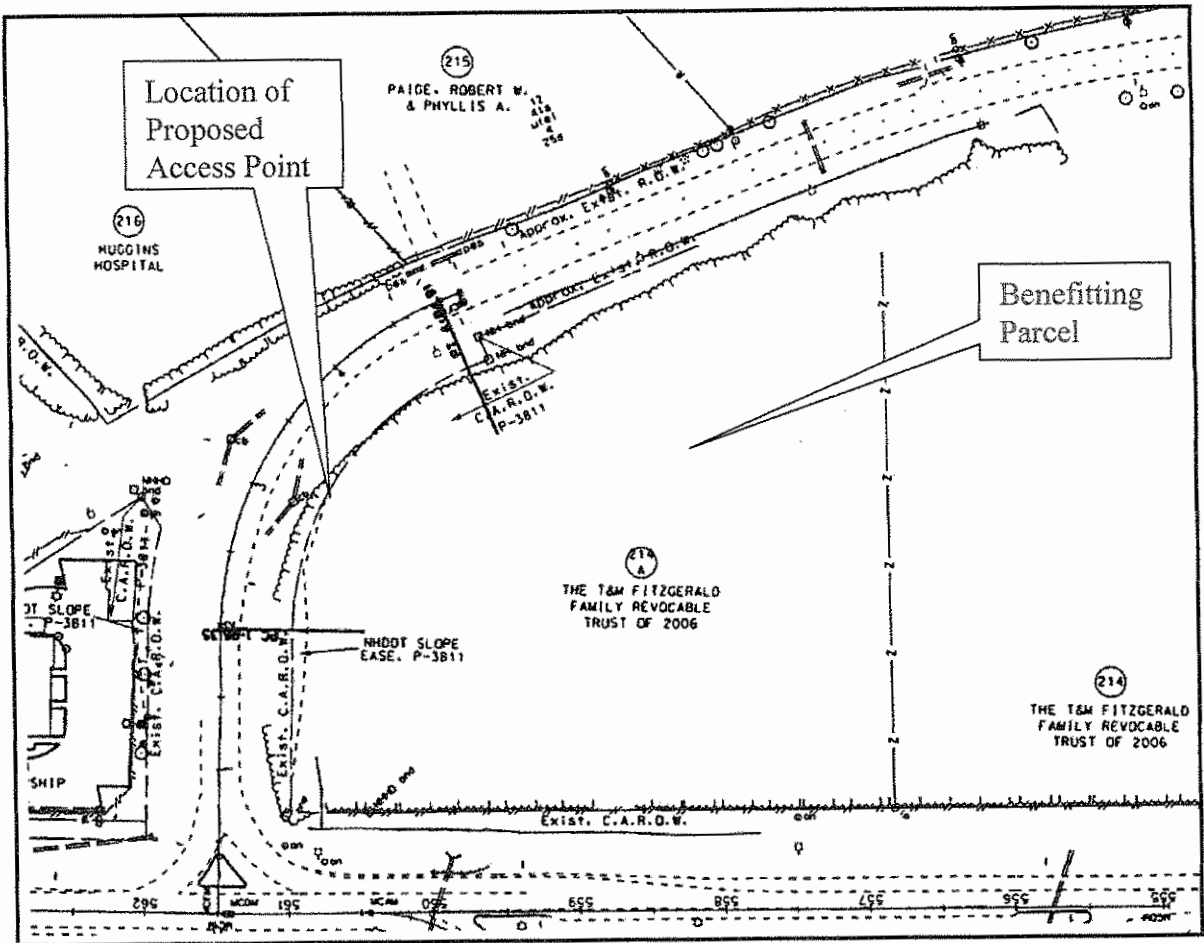


#### DESCRIPTION OF PROPOSED ACCESS POINT

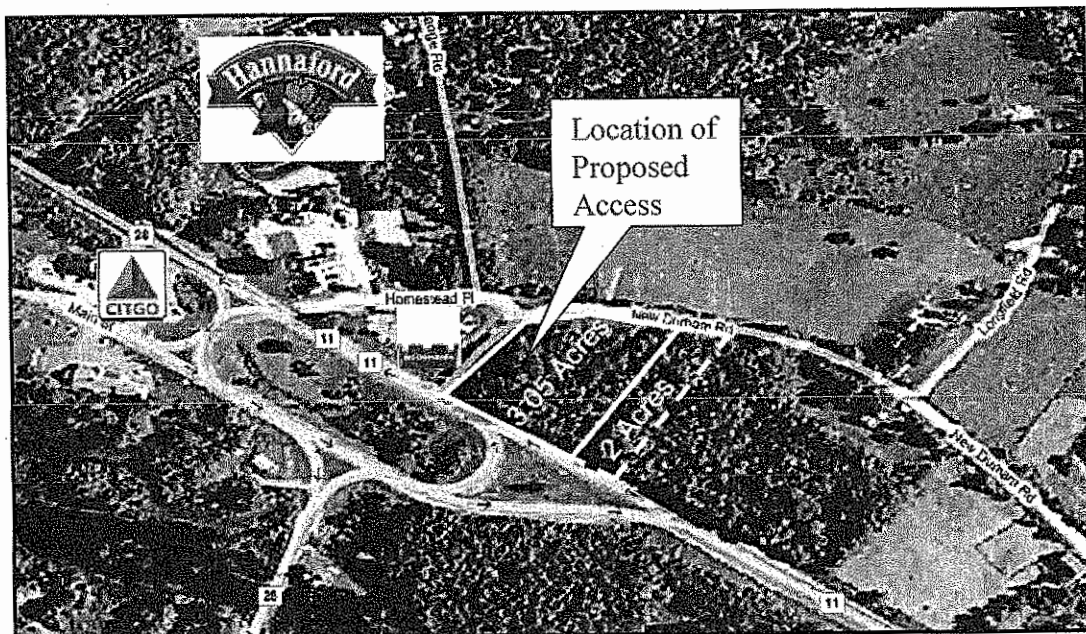
The proposed access through the Controlled Access Right-of-Way would be on New Durham Road in Alton, NH across from its intersection with Homestead Place, approximately 200' northeast of the corner with Route 11. This access point would allow ingress and egress to a 3.05 acre site and would be easily visible to motorists from the traffic circle. An additional egress would be located further east on New Durham Road outside the Controlled Access portion of the road, near the eastern corner of the site in an area not visible from the traffic circle. The proposed access point would increase the likelihood that the benefitting site would obtain a variance for the proposed McDonald's restaurant with drive-thru use.

Traffic counts at the Alton Traffic Circle are estimated at 15,300 VPD with 8,800 VPD attributable to Route 11 and 6,500 VPD attributable to Route 28.

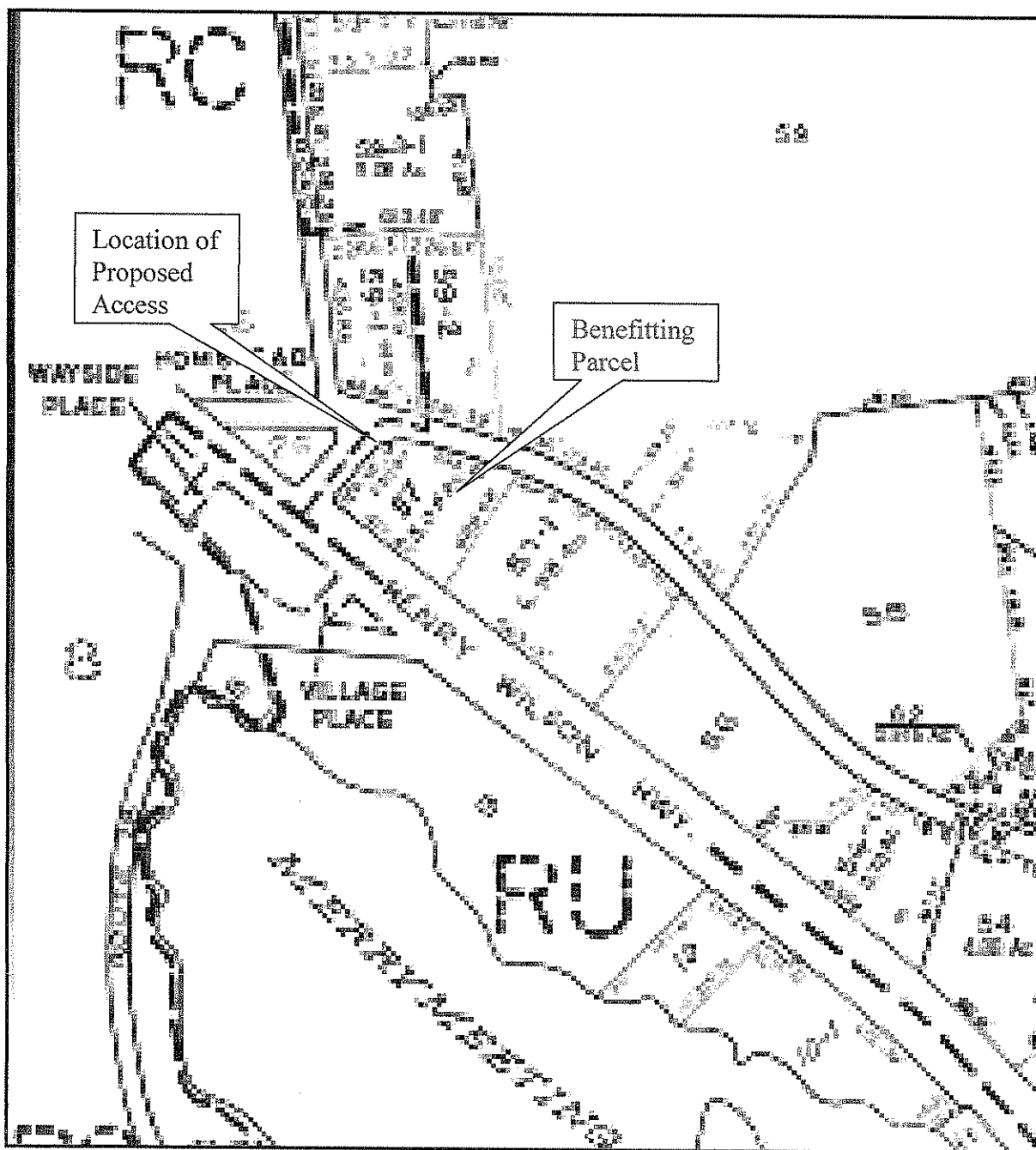
# ROW Plan from Project 14121A



## Aerial View



Tax Map



### Analysis

The analysis to develop an opinion of the indicated price for the proposed access through a Controlled Access Right-of-Way is based on other transactions that provided access to sites enabling the construction or continuation of commercial uses, including the sale of access easements and points of access. The study of access to sites to facilitate commercial uses is appropriate as the benefitting property would likely be developed in a permitted commercial use due to its visibility and accessibility even if the variance for a drive-in restaurant is denied.

**Access Price Indicator 1** - The State of New Hampshire, Department of Transportation sold "one point of access, sixty feet in width, for all purposes of ingress and egress through the existing Easterly Controlled Access Right-of-Way line of NH Route 28, as now travelled, in the Town of Alton." The Access Deed was dated August 22, 2006 and the consideration was a total of **\$86,100**, and included a service fee of \$1,100. This access point enabled the development of a Hannaford Supermarket. This access through a Controlled Access Right-of-Way is very similar to the proposed access that is the subject of this analysis and is located in the same neighborhood. The proposed access is within view of the Alton traffic circle (300'±), while this access is located approximately twice that distance from the circle and is less visible.

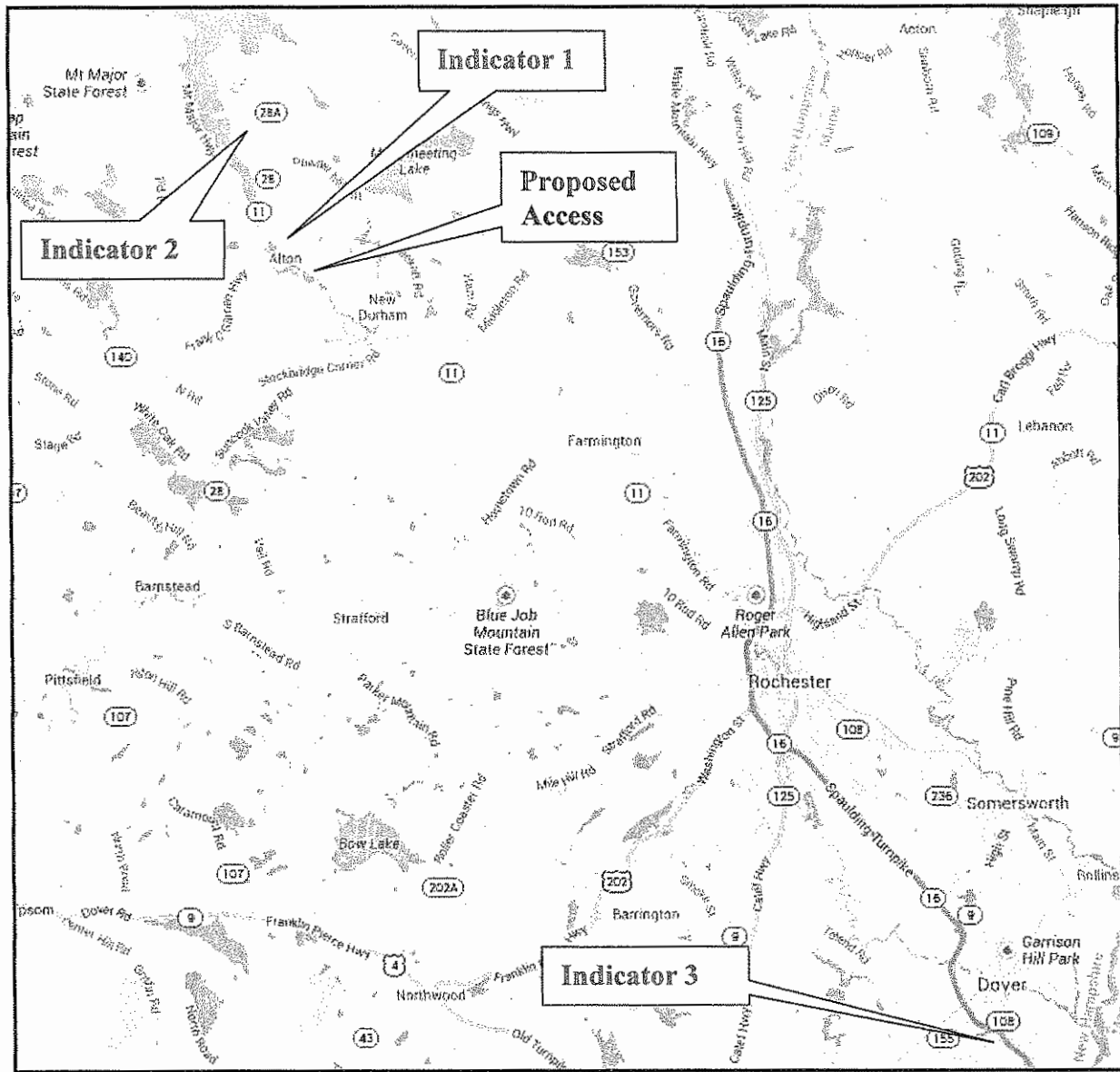
**Access Price Indicator 2** – On September 29, 2012 Mountain View Park, LLC, David Canada, Member, sold an access and utility easement over its land, Map 14 Lot 22 to the abutting property owner, New England Nominee Trust, Michael Umamo, Trustee, to benefit their parcel, Map 14 Lot 21 for **\$77,000**. The burdened property is improved with 22 mobile home sites located on a dirt road off of Route 28 in Alton, NH. The benefitting property purchased the access easement to facilitate the construction of a communications tower on a ridge well removed from that parcel's road frontage. The topography as well as the distance made construction of a road to access the tower from within Lot 21 undesirable. The access easement area is 25' wide and covers a 0.388 acre area that runs over an existing interior road within the mobile home park. The consideration was negotiated based on the estimated costs for the grantor to rebuild and pave his interior roads, which was an acceptable figure to the grantee. In addition the grantee agreed to a well radius easement in favor of Mountain View Park to protect their community well. This was not required but Mountain View Park requested it as a precaution and it was not a major factor in the negotiations for the access easement.

**Access Price Indicator 3** - The State of New Hampshire, Department of Transportation sold a permanent access easement to 25 Charles Street LLC on November 6, 2012 for **\$20,100**, which included a \$1,100 service fee. The easement area is 25 feet in width and consists of 0.27 acre or 11,800 square feet with 30 feet frontage on Route 108 adjacent to the Spaulding Turnpike. The easement provides access to an Agway retail building. This sale of a permanent access easement was to replace a temporary access easement, granted subsequent to a taking in the 1950s where a permanent easement had been granted but was tied to continued operation as a railroad.

There is a wide range of indicated prices from \$20,100 to \$86,100 for the access points or easements. The low end of the range represented by Access Price Indicator 3 is given the least weight due to being a pre-existing situation where a temporary easement is converted into a permanent easement. In addition, the need for the original access easement was created by the State as a result of a taking for highway construction. These factors are considered to account for this indicator's position at the low end of the range. Access Price Indicators 1 and 2 represent more similar situations where no prior encumbrance existed. Indicator 2 is the most similar in that it is a transaction for an access easement through a residentially zoned parcel near a state route to benefit a residentially zoned parcel for a commercial use. In addition, Indicator 2 is the most recent transaction. Access Price Indicator 1 is also given some weight as it is located within the same neighborhood as the proposed access, but is superior as the access was directly onto a State Route and the benefitting parcel was zoned commercial.

Based on the above analysis, it is my opinion that the proposed access point warrants an indicated price near Access Price Indicator 2. Should the proposed access be granted, the benefitting parcel would still need to obtain a variance in order to develop a restaurant or a drive-in restaurant. This additional step involves time, expense and risk, which is recognized in the reconciliation, resulting in a slightly lower price than would otherwise be indicated. A price of **\$65,000** is suggested.

Access Price Indicaor Map





MARGARET WOOD HASSAN  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
Fax: (603) 271-2615

LRCP 14-015



[www.nh.gov/oep](http://www.nh.gov/oep)

**To:** The Honorable David Campbell, Chairman  
Long Range Capital Planning and Utilization Committee  
**From:** Meredith A. Hatfield, Director *M. Hatfield*  
NH Office of Energy and Planning  
**Date:** May 6, 2014  
**Re:** **50-foot Easement – Exeter-Stratham**

**REQUESTED ACTION**

Pursuant to RSA 4:40, the Office of Energy and Planning (OEP) requests approval to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH for a segment of an interstate natural gas pipeline, and to assess an administrative fee of \$1,100.00. OEP requests approval of this easement on behalf of GSGT for the following reasons:

- GSGT has an existing 8-inch natural gas pipeline located on the river bed between Exeter and Stratham. The pipeline was constructed in 1956 and, due to its age, the coating has become disbonded, requiring replacement of the pipeline.
- Replacement of the pipeline will be installed via horizontal directional drilling (HDD) underneath and across the Squamscott River. It will connect to the existing pipeline at tie-in points on private property in Stratham and on Town of Exeter Wastewater Treatment Plant property in Exeter.
- Approval of this easement request will retain an existing interstate energy supply. This segment of pipeline is part of the 86-mile interstate natural gas pipeline between Haverhill, MA and Portland, ME.
- SLR 14-021-Exeter-Stratham (easement request) was recommended for approval by the Council on Resources and Development (CORD) on April 10, 2014 (see attached memo). No objections to the proposal were received during CORD's public comment period, which closed March 12, 2014.
- GSGT will obtain necessary licenses and permits from the NH Public Utilities Commission, the NH Department of Environmental Services and other approvals necessary for the pipeline project.

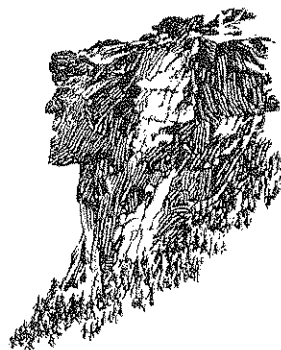


- The NH Rivers Management Advisory Committee (RMAC) commented to CORD that it did not object to the proposed submerged easement within the Squamscott River as long as the Exeter-Squamscott River Local Advisory Committee had no concerns. The Local Advisory Committee commented that it supports the project as described in the Memorandum of Understanding reached between the Town of Stratham and GSGT, in which the parties commit to cooperation in coordinating the natural gas pipeline replacement with expansion of the wastewater treatment plant pipeline to the Town of Stratham.
- The towns of Exeter and Stratham have no objection to the proposed easement, based on their cooperative understandings reached with GSGT.

Thank you for your timely consideration of this important project. Please feel free to call me if you have any questions at 271-2155.

# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Meredith Hatfield, Director  
NH Office of Energy and Planning

**FROM:** Susan Slack, Principal Planner *Susan Slack*  
Office of Energy and Planning

**DATE:** May 2, 2014

**SUBJECT:** Surplus Land Review, SLR 14-021-TOWNS OF EXETER and STRATHAM

On April 10, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Office of Energy and Planning:

**Request that CORD recommend conveying a 50-foot wide submerged easement between Exeter and Stratham under the Squamscott River to Granite State Gas Transmission Company, Inc. for relocation of a segment of an interstate natural gas pipeline between Haverhill, MA and Portland, ME.**

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-021 as submitted.

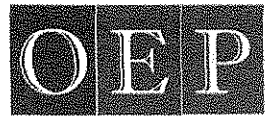
cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning  
Maureen D. Smith, Esq., Orr & Reno  
Representative David Campbell, Chair, Long Range Capital Planning and  
Utilization Committee



MARGARET WOOD HASSAN  
GOVERNOR

STATE OF NEW HAMPSHIRE  
OFFICE OF ENERGY AND PLANNING  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
Fax: (603) 271-2615



[www.nh.gov/oep](http://www.nh.gov/oep)

February 11, 2014

Council on Resources and Development  
c/o Office of Energy and Planning  
107 Pleasant Street  
Johnson Hall, 3<sup>rd</sup> Floor  
Concord, NH 03301

**Re: Surplus Land Review Request – Squamscott River  
Submerged Easement**

Dear Members of the Council on Resources and Development:

The Office of Energy and Planning (OEP) submits the attached Surplus Land Review request for your consideration. OEP proposes that the Council on Resources and Development (CORD) recommend conveying a 50-foot wide submerged easement between Exeter and Stratham under the Squamscott River to Granite State Gas Transmission Company, Inc. (GSGT) for relocation of a segment of an interstate natural gas pipeline between Haverhill, MA and Portland, ME.

Representatives of GSGT will attend the CORD meeting March 13, 2014 to explain the proposal and answer any questions you may have. Thank you for your consideration.

Sincerely,

Meredith A. Hatfield  
Director

Attachments

**Council on Resources and Development**  
**REQUEST FOR SURPLUS LAND REVIEW ACTION**

**Name of Requesting Agency:** Office of Energy & Planning

**Agency Contact Person:** Susan Slack (for Meredith Hatfield, Director)  
Address: NHOEP, 107 Pleasant Street; Concord, NH 03301  
Phone Number: (603)-271-2705  
E-Mail: Susan.slack@nh.gov

**Applicant Contact Person:** Maureen D. Smith, Orr & Reno, P.A. (For Granite State Gas Transmission Company, Inc.)  
Address: 45 South Main Street; Concord, NH 03301  
Phone Number: (603)-223-9166  
E-Mail: msmith@orr-reno.com

**Location of Property:** Submerged land under Squamscott River (between Exeter and Stratham, New Hampshire). See attachment 1, Figures 1-4.

**Acreage:** Approximately 50 feet by 400 feet of submerged lands.

**Requested Action:** Grant state easement under Squamscott River bed for subsurface natural gas pipeline

**Term of Lease or Easement:** In perpetuity

-----

Please complete ALL questions below, submit one digital copy, one hardcopy original, and three photocopies of the complete application to the Office of Energy and Planning, Johnson Hall, 3<sup>rd</sup> Floor, 107 Pleasant Street, Concord, NH 03301, susan.slack@nh.gov.

**1. What is the current use of this property?**

The existing 8" diameter pipe was laid in 1956 at the bottom of the Squamscott River and the coating has become disbonded, requiring replacement. See Attachment 1 for additional information.

**2. What is the proposed use of this property if surplussed?** Please note if proposed use is intended to create a public benefit.

The proposed use is replacement of a portion of the existing natural gas pipeline to replace and upgrade disbonded pipeline installed in 1956 and 1966. The replacement pipeline would be installed via horizontal directional drill (HDD) underneath and across the Squamscott River with 400 foot width across river.

- 3. Does the proposed use of this property entail new development?** ☐ Yes ☒ No
- a. If yes, is it consistent with adjacent and existing development? ☐ Yes ☐ No
- b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the property or surroundings use.

There is no impact to surroundings because pipeline is buried. Temporary impacts at bore sites during construction would be limited. No future changes in property or surroundings are anticipated.

- 4. Are there any structures located on this property?** ☐ Yes ☒ No

a. If yes, please describe the structures including how many and what kind?

**5. Are there historical architectural or archaeological resources identified on this site?**

☐ Yes ☒ No

a. If yes, describe the resource(s)?

Bore inlet and outlet are the only surface areas affected.

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites? ☐ Yes ☒ No

a. If yes, describe the use and number of structures of adjacent sites.

If no, where is the nearest development? (Describe distance, use, and number)

The proposed 50' GSGT easement parallels the existing M&N pipeline easement and a co-location agreement is being negotiated.

7. Does the site represent the entire state property in this location? ☐ Yes ☒ No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

All submerged lands beneath river are owned by State; easement area will be roughly fifty (50) feet by four hundred (400) feet wide and will span submerged lands under river between the mean high water marks.

8. Is access to this property available? ☒ Yes ☐ No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Across Town of Exeter Wastewater Treatment Plant site and privately owned property in Stratham.

b. If yes, is there a potential for public access interruption? ☐ Yes ☒ No

9. Are there water resources related to this property such as:

Lakes/Ponds - ☐ Yes ☒ No OR Rivers - ☒ Yes ☐ No?

a. If yes to either, please indicate the size or extent of such resources.

Squamscott River would overlay the easement area, which extends beneath the river and between mean high water mark on each shore. Easement area is submerged land in public trust and is defined in the easement document. The replacement pipeline would lie within a 50-foot wide easement and would span below the bed of the Squamscott River in submerged lands for approximately 400 feet between mean high water marks.

b. If there are water resources, please describe current public or private access from the site to the water body? ☒ Public ☐ Private No Access Available

Description: Access in Exeter controlled by Town waste water treatment plant. Access in Stratham controlled by private owner.

c. How would the proposal affect the access opportunities described in b?

Only temporary limitation on owner access within drill areas during construction of HDD.

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

Yes (property) Yes (adjacent property) No

a. Steep slopes..... ☐ ..... ☒ ..... ☐

- |   |                          |       |                          |       |                          |
|---|--------------------------|-------|--------------------------|-------|--------------------------|
| b. Wetlands (Prime and NWI) .....                                       | <input type="checkbox"/> | ..... | <b>X</b>                 | ..... | <input type="checkbox"/> |
| c. Threatened or endangered species .....                               | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| d. Wildlife Action Plan Critical Habitats .....                         | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| e. Increased impervious surface .....                                   | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| f. Potential stormwater flow changes.....                               | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| g. Agricultural soils of prime, statewide, or<br>local importance ..... | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| h. Potential river channel change .....                                 | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |
| i. Other special designations .....                                     | <input type="checkbox"/> | ..... | <input type="checkbox"/> | ..... | <b>X</b>                 |

Please provide a description for any "yes" responses to question #10.

Wetlands permit application will address wetlands/shoreland impacts.

**11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.**

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features\*
- c. Aerial Photograph\*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required

\* Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

*Please paste any maps and photographs submitted as part of this application here.*

See Attachment 1, Figures 1, 2, 3 and 4 attached hereto.

## **ATTACHMENT 1**

### **GRANITE STATE GAS TRANSMISSION CO., INC.**

#### **SQUAMSCOTT PIPELINE REPLACEMENT PROJECT DESCRIPTION**

Granite State Gas Transmission Co., Inc. (GSGT) owns and operates a bidirectional 86-mile long high pressure interstate natural gas transmission pipeline that transports natural gas between Haverhill, MA and Portland, ME. The proposed State Easement relates to one of the original, federally-authorized sections of the interstate pipeline located in Exeter and Stratham, New Hampshire, which was constructed during the 1950's and 1960's by a predecessor to GSGT. The relevant section is a crossing of the Squamscott River between the Town of Exeter Waste Water Treatment Plant (WWTP) and private land in Stratham. The State Easement relates only to the submerged lands between the mean high water marks on either side of the Squamscott River, in which a Horizontal Directional Drill (HDD) through submerged lands would construct the pipeline under the bed of the river. Although GSGT has federal authorization for the project by way of a "blanket certificate" of public convenience and necessity, the state owns submerged tidal lands, including submerged lands beneath the Squamscott River. Therefore, GSGT is following the RSA 4:40 surplus lands review process to allow for the HDD.

The need for the HDD arises from deterioration of coating on the existing pipeline. The original pipeline segment to be replaced with the HDD consists of 1950's vintage, coated 8-inch steel with cathodic protection. Over time, the coating has disbonded from the metal, making cathodic protection more difficult. In addition, because the surrounding pipeline consists of 10-inch diameter pipeline, internal inspections are more difficult to conduct. GSGT has determined that replacing the segment of pipe with new, 10-inch diameter pipe to be necessary. Use of state-of-the-art HDD technology is less intrusive to the environment, allows for complete burial of the pipeline and preserves pipeline integrity for long periods of time.

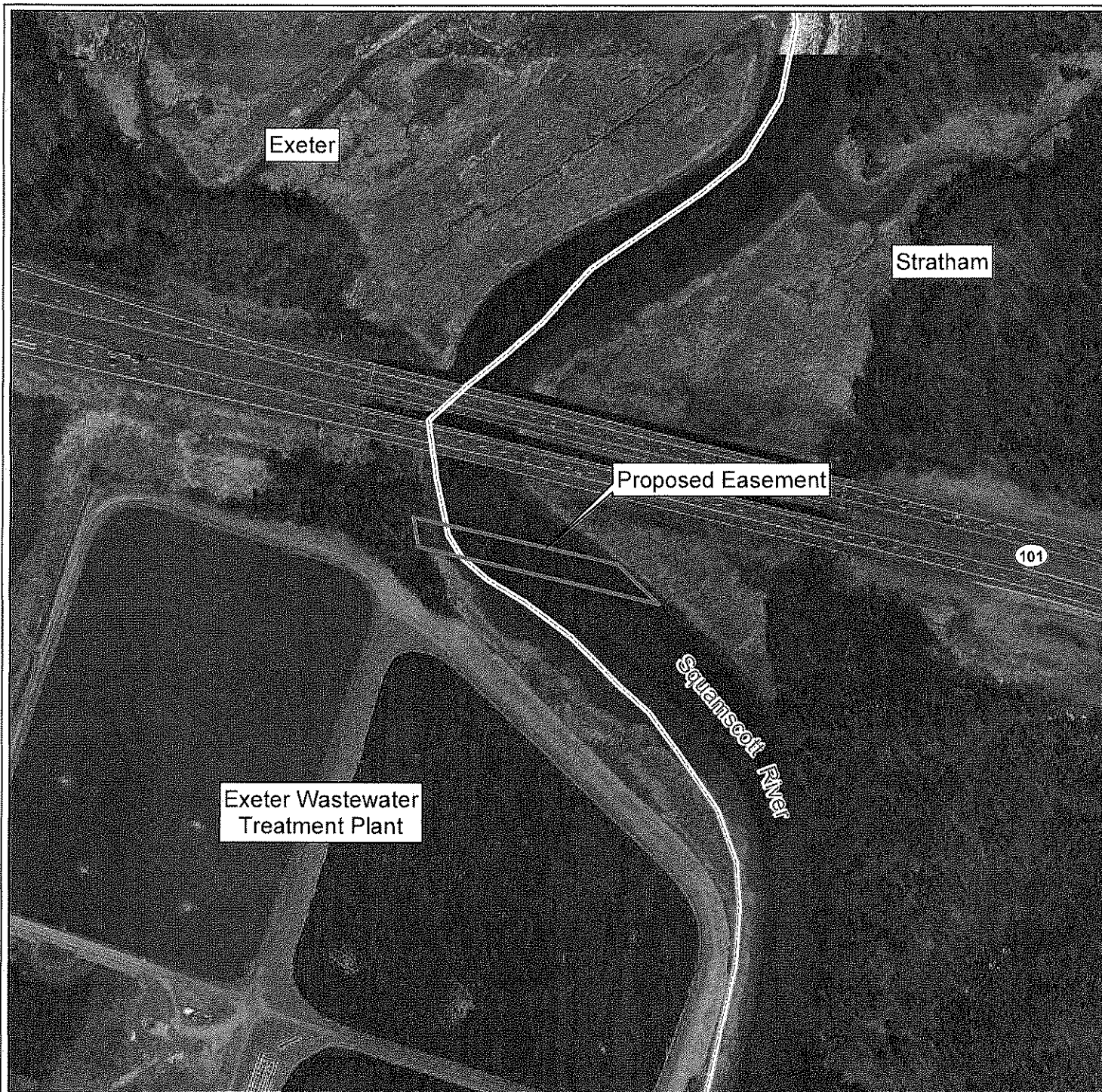


The project would consist of borings on either side of the river for entrance and exit of the HDD. The boring activities are subject to a number of federal, state and local approvals, including wetlands and alteration of terrain permits from the Department of Environmental Services. GSGT will also seek rulings from the Site Evaluation Committee and the Public Utilities Commission for the location of the HDD. The regulatory reviews that will occur for the land-based portions of the project will address issues of concern to local and regional entities, including the potential impacts on natural communities and historic resources. Because the HDD would be constructed below the bed of the Squamscott River and the state easement relates only to the submerged lands, any impacts to the river would be *de minimus*. There would be no disturbance to navigation or to public use of the river as a result of the state easement.

GSGT is also working in parallel with the landowners -- the Town of Exeter and a Stratham resident -- on location agreements for the pipeline replacement.

1095172\_1





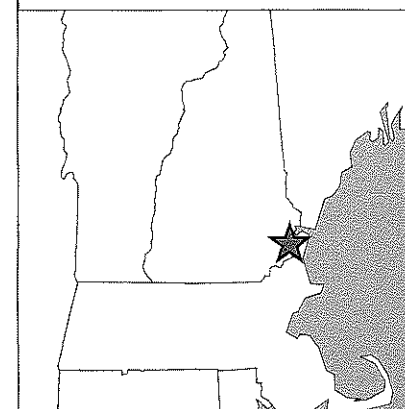
## Site Aerial Map

Unitil



Granite State Gas Transmission  
Squamscott Replacement Project

Stratham, New Hampshire

## Location of Site



## FIGURE 2

-  Proposed Easement
-  Town Boundary

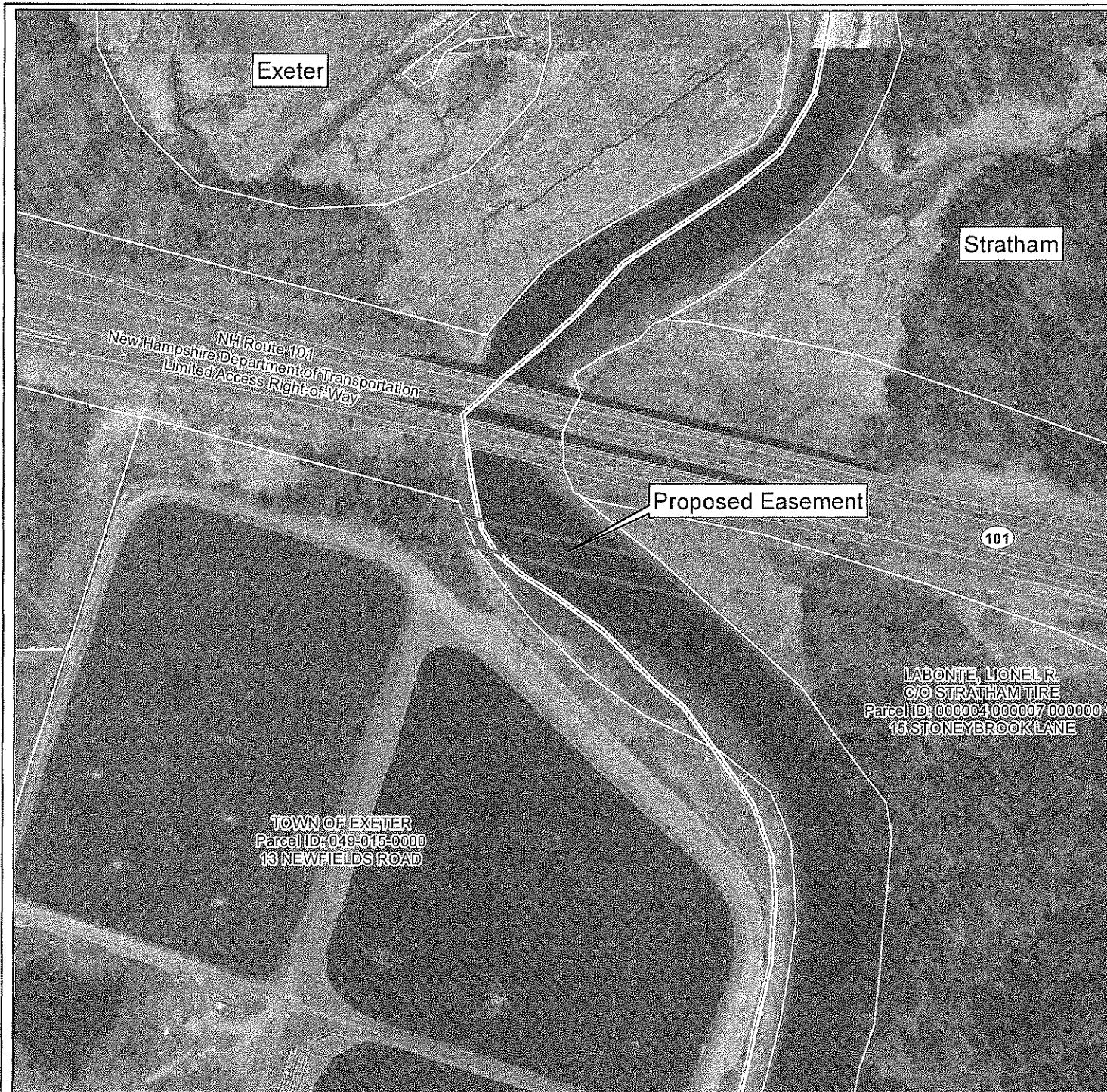
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**amec**

AMEC Environment & Infrastructure, Inc.  
2 Robbins Road  
Westford, MA 01886  
(978) 692-9090





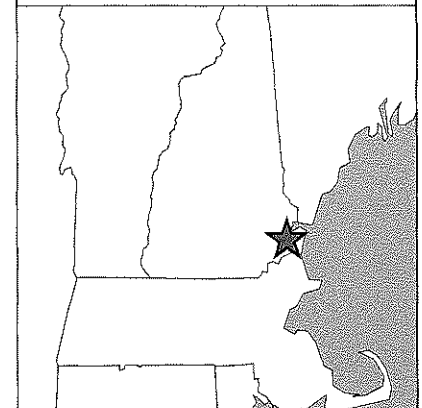
## Municipal Tax Parcel Map

Unitil



Granite State Gas Transmission  
Squamscott Replacement Project

Stratham, New Hampshire

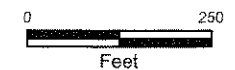
### Location of Site



## FIGURE 3

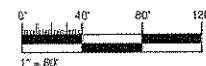
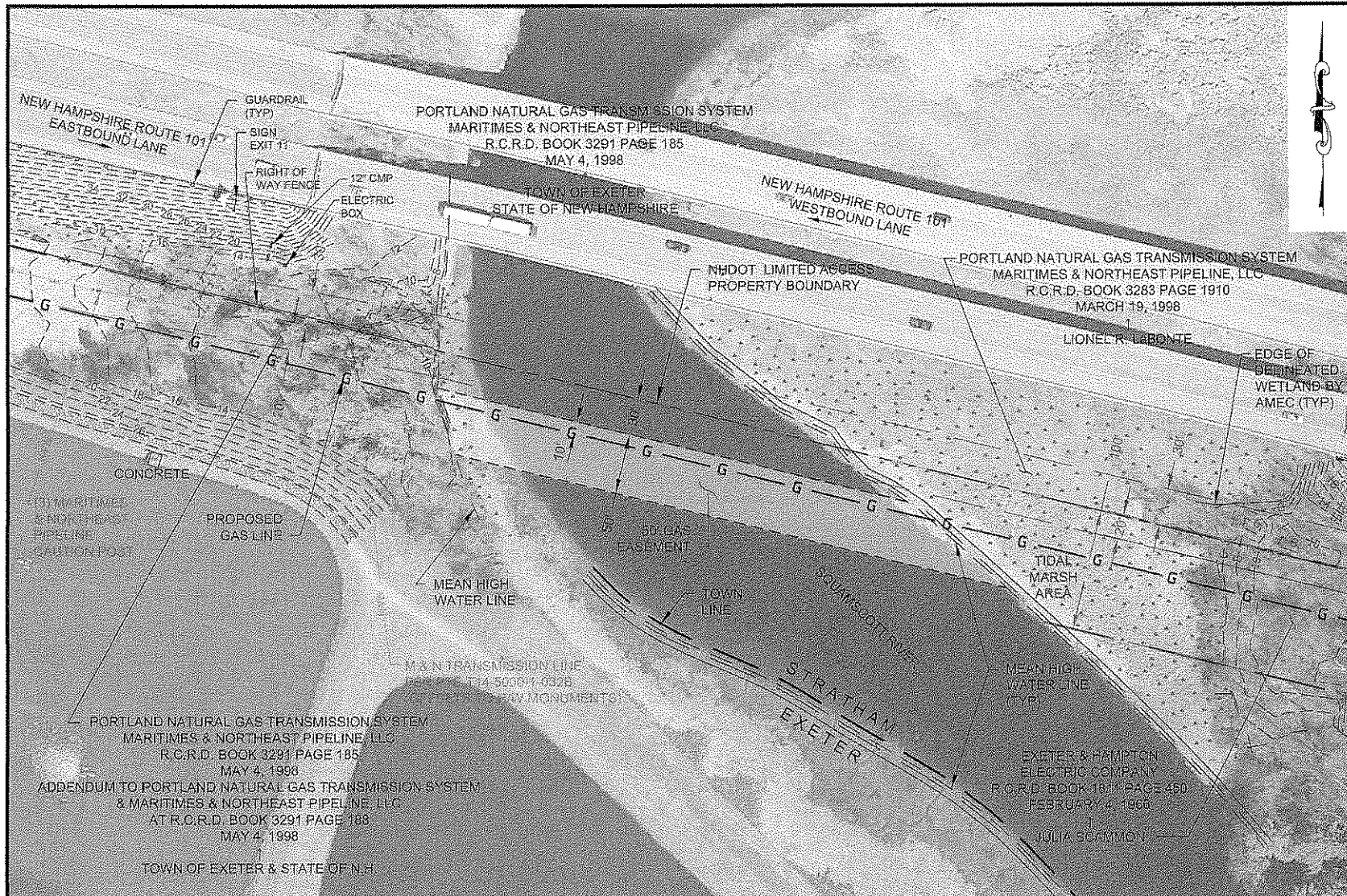
-  Proposed Easement
-  Town Boundary


\*Parcel Data by Town of Stratham and Exeter.



**amec**

AMEC Environment & Infrastructure, Inc.  
2 Robbins Road  
Westford, MA 01886  
(978) 692-9090






ENVIRONMENT & INFRASTRUCTURE, INC.

271 MILL ROAD  
CHELMSFORD, MASSACHUSETTS 01824  
TELEPHONE: (978) 692-9090  
FAX: (978) 692-6633  
WEB: WWW.AMEC.COM

---

CLIENT:

**UNITIL SERVICE CORPORATION**  
325 WEST ROAD  
PORTSMOUTH, NH



Granite State Gas Transmission

---

PROJECT:

**SQUAMSCOTT REPLACEMENT PROJECT**

---

REV	DATE	DESCRIPTION

---

ISSUE / REVISION:	
DESIGNED BY: DED	DRAWN BY: DED
CHECKED BY: SH	DATE: JANUARY 2014
SCALE: AS SHOWN	ISSUE / REVISION: 0
PROJECT NUMBER: 7773130108	
TITLE:	
<b>PROPOSED RIVER CROSSING EASEMENT</b>	
FIGURE NUMBER: <b>4</b>	

C:\Users\jones.dempsey\Documents\Unitil Phase 4 - 7773130108\7.0 CAD\7.1 Design - Permitting\Figures\2014-01-10\7773130108 - Figure 4-River Easement.dwg - Jan. 17, 2014 2:24pm - jones.dempsey



Return to:  
Maureen D. Smith, Esq.  
Orr & Reno, PA  
45 Main Street  
POB 3550  
Concord, NH 03302-3550

## EASEMENT AGREEMENT

State of New Hampshire, with a mailing address of Office of Energy and Planning, 107 Pleasant Street, Concord, New Hampshire 03301 ("State"), pursuant to RSA 4:40, for consideration paid, grants to Granite State Gas Transmission, Inc., 6 Liberty Lane West, Hampton, New Hampshire 03842 ("GSGT"), with quitclaim covenants, the easements described in this Easement Agreement ("Easements") for the purposes of preparing, drilling, laying, constructing, maintaining, operating, altering, improving, repairing, replacing and removing, and conforming with any federal, state or local requirements pertaining to natural gas pipelines and all related equipment, improvements, structures and appurtenances thereto, under and across a portion of the Squamscott River in the Town of Exeter in Strafford County and the Town of Stratham in Rockingham County, State of New Hampshire, in connection with the project known as the Granite State Gas Transmission Squamscott Replacement Project, as it may be altered from time to time ("Project").

The following is a general description of the Easements granted under this Agreement:

- a. Natural Gas Pipeline Easement. A 50-foot wide exclusive easement for a natural gas pipeline in the approximate area shown on the plan attached to this Agreement as Exhibit A ("Pipeline Easement Area").
- b. Access Easement. Non-exclusive access rights to the Pipeline Easement Area in, through, under and on the Squamscott River, its shoreline and riverbed ("Access Easement"). The Access Easement is as shown on the plan attached to this Agreement as Exhibit B, which is generally 180' feet wide and extends from the surface of the river to all areas below the riverbed necessary to access the Project, in order to access the Pipeline Easement Area for the purpose of installing, repairing, replacing and maintaining the Project.
- c. Temporary Construction Easement. A temporary construction easement in, through and on the Squamscott River (from the mean high water mark on each shore of the river) and in, through and under the bed of the Squamscott River, as shown on the plan attached to this Agreement as Exhibit B, which is generally 180' feet wide and extends from the surface of the river to all areas below the riverbed necessary to construct the Project, in order to access the Pipeline Easement Area for the purposes of drilling, preparing, constructing, laying and otherwise building or replacing the natural gas pipeline ("Temporary Construction Easement"). The Temporary Construction Easement shall expire upon completion of the laying, construction and testing of the pipeline or upon receipt, completion or closure of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the natural gas pipeline as laid or replaced.

The parties agree as follows with regard to the Easements:

1. Purpose. The purpose of the Easements is to complete, repair, replace and maintain the Project, which means generally to construct a natural gas pipeline in the exclusive Pipeline Easement Area under the Squamscott River by boring underneath the river and connecting to replacement pipeline on either side of the Squamscott River, which currently exists on land owned by the Town of Exeter on the Exeter side of the river and on privately owned land on the Stratham side of the river. The Access Easement includes non-exclusive access rights in, through and under the Squamscott River for access to the Pipeline Easement Area to construct, monitor, repair, maintain and replace the natural gas pipeline. The Temporary Construction Easement shall extend on either side of the Pipeline Easement Area in the riverbed to allow for a temporary workspace contiguous to the natural gas pipeline when such is necessary for the purposes of preparing, drilling, laying, replacing and constructing the natural gas pipeline. The Temporary Construction Easement shall expire upon the later of (i) completion of the drilling, laying, constructing, replacing and testing the natural gas pipeline or (ii) upon receipt, completion or closure of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the natural gas pipeline as laid.

2. Granite State Gas Transmission Squamscott River Replacement Project. GSGT has submitted to the State a set of plans titled "Granite State Gas Transmission Squamscott River Replacement Project, dated \_\_\_\_\_, 2014, which are incorporated into this Agreement for installation and replacement of the natural gas pipeline and associated improvements under the Squamscott River and the State has reviewed these plans ("Permitting Plans").

GSGT shall submit any proposed alterations to the Permitting Plans in writing to the State for review by the State.

Within 6 months of the completion of the Project, GSGT shall prepare an as-built plan in a manner sufficient for recording in the Registry of Deeds that shows the location of the Pipeline Easement Area and the Access Easement and shall record such plan in the Strafford and Rockingham County Registry of Deeds, as well as deliver a copy of such plan to the State.

3. Reservation of Rights by State. The State reserves the right to fully use and enjoy the Squamscott River, subject to the rights and privileges herein granted to GSGT, provided, however that GSGT shall have the right hereafter to keep clear all obstructions that may injure, endanger or interfere with the Pipeline Easement and the exercise of its rights granted in this Agreement. GSGT agrees that after construction of the natural gas pipeline is complete, no excavation, change of grade or water impoundment will be made on and no structures or other obstructions will be placed or erected over, under or across the Pipeline Easement Area without prior written consent of the State.
4. Easements Subject to the Public Trust. Given that the Easements are over, under, on and through the Squamscott River and submerged land owned by the State, which are held in the public trust, all rights granted under this easement are subject to the public trust.
5. GSGT's Rights. GSGT shall have all privileges convenient for the full use of the rights granted in this Agreement, together with ingress and egress by any reasonable method, to the Pipeline Easement Area.

6. No Interference. The State agrees that no excavation, change of grade or water impoundment will be made on and no structures or other obstructions will be placed or erected over, under or across the Pipeline Easement Area without prior written consent of GSGT, which consent shall not be unreasonably withheld.
7. GSGT's Obligations. GSGT agrees to the following obligations regarding the Easements:
- a. GSGT, by the acceptance hereof, agrees to pay for damages to landscaping, fences, existing improvements and all other personal property which may arise from preparing, drilling, laying, constructing, maintaining, operating, altering, improving, repairing, changing the size of, replacing or removing said pipelines and shall restore all landscaping, and fill, grade and restore the surface area of the Pipeline Easement Area.
  - b. GSGT agrees that all construction, use, maintenance, repair and reconstruction within the Pipeline Easement Area shall be performed at a time and under conditions reasonably acceptable to the State.
  - c. GSGT agrees that it is liable for the cost of all construction, use, maintenance, repair and reconstruction within the area of each of the Easements. Such liability shall include but not be limited to the cost of all on-site inspectors or other representatives of the State.
  - d. GSGT agrees to pay for and obtain before construction, maintenance, repair or reconstruction may begin within the area of each of the Easements any and all other permissions, permits and licenses required by Federal, State, County or local governments, their agencies or boards, or any public subdivision thereof.
  - e. GSGT shall defend, indemnify and hold harmless the State, its officers, agents and employees, from and against all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of GSGT or from the use, maintenance, installation, removal or existence of this facility (the facility meaning the natural gas pipeline and any associated work or appurtenances made thereon), and notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.
  - f. GSGT further agrees that its contractor shall obtain and keep in force during construction, maintenance, repair and reconstruction within the Pipeline Easement Area and to pay the premiums on the following policy or policies of insurance covering the easement, designating the State of New Hampshire as an additional insured:

Contractors' Public and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

Contractors' Protective Public and Property Damage Liability:  
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate



- g. After satisfactory construction, maintenance, repair or reconstruction of the natural gas pipeline, GSGT further agrees to pay for and obtain and keep in force for the life of the Easements, the following policy or policies of insurance covering the Easements, designating the State of New Hampshire as an additional insured:

Bodily Injury and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

- h. GSGT and its contractor (under section f above) shall provide to the State a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." GSGT retains the right to self insure its coverages and in such event, GSGT may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance certificates issued by insurance companies, which shall include the language detailed above, designating the State of New Hampshire as an additional insured.
8. Default. GSGT shall be considered in default of its obligations if GSGT fails to perform any covenant of this Agreement. Upon the occurrence of default, the State shall give GSGT written notice specifying the Event of Default and a reasonable time frame when GSGT must remedy the Event of Default. In the absence of any specification of time, thirty (30) days from the date of notice shall be the time frame. If the Event of Default is not timely remedied, GSGT agrees to reimburse the State any costs that are incurred to remedy GSGT's acts or omissions that have resulted in the Event of Default, including reasonable attorneys' fees.
9. Run with the Land. The covenants and restrictions set forth here will run with and bind the land upon which the Easement are located in perpetuity from the date hereof and will inure to the benefit of and be enforceable by the parties and their respective legal representatives, heirs, successors and assigns.
10. Assignment. The Easements are being conveyed to GSGT for the exclusive use and occupation of the Project and may only be sold, leased or assigned to a successor in interest for this specific purpose. The Easements may be divided among two or more owners, assignees and/or tenants as to any obligations or rights created hereunder, so that each owner, assignee and/or tenant shall have the full rights, obligations and privileges set out in this Agreement, to be owned and enjoyed either in common or severally, but only for the specific purpose of use and occupation of the Project.

Notice of such assignment, sale and/or lease by GSGT shall be provided to the State no less than 90 days prior to the date of assignment, sale or lease.

11. Contact. The Office of Energy and Planning shall be the State's contact for this Easement and all notices required under this Agreement shall be sent to the following:

Director  
NH Office of Energy and Planning  
Governor Hugh J. Gallen Office Park  
Johnson Hall, 3<sup>rd</sup> Floor

107 Pleasant Street  
Concord, NH 03301

12. Integration. It is agreed that this Agreement as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

[THE REMAINDER OF THE PAGE IS LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS]

TO HAVE AND TO HOLD said premises to GSGT, its successors and assigns forever the use and purposes herein before described.

IN WITNESS WHEREOF, THE STATE OF NEW HAMPSHIRE \_\_\_\_\_ has executed this easement for a natural gas pipeline by its duly authorized agent on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_  
Maggie Hassan  
Governor, State of New Hampshire

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the State of New Hampshire.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

The foregoing Easement, having been reviewed by this Office, is approved as to form, substance and execution on \_\_\_\_\_, 2014.

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_

Approved by New Hampshire Council on Resources and Development on \_\_\_\_\_, 2014.

Approved by Long Range Capital Planning and Utilization Committee on \_\_\_\_\_, 2014.

Approved by Governor and Executive Council on \_\_\_\_\_, 2014, Item # \_\_\_\_\_.

ACCEPTED:

GRANITE STATE GAS TRANSMISSION, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_, duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by  
\_\_\_\_\_ as \_\_\_\_\_ of Granite State Gas  
Transmission, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

1015469\_1

EXHIBIT A

PLAN SHOWING THE LOCATION OF THE PIPELINE EASEMENT AREA

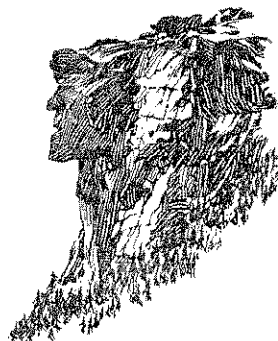
EXHIBIT B

PLAN SHOWING THE LOCATION OF THE ACCESS EASEMENT

AND THE TEMPORARY CONSTRUCTION EASEMENT

# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** CORD Members and  
Other Interested Parties

Rockingham County Board of Commissioners  
117 North Road  
Brentwood, NH 03833

Russell Dean  
Town Manager  
10 Front Street  
Exeter, NH 03833

Cliff Sinnott, Executive Director  
Rockingham Planning Commission  
156 Water Street  
Exeter, NH 03833

Paul Deschaine  
Town Administrator  
10 Bunker Hill Ave  
Stratham, NH 03885

**FROM:** Susan Slack, NH Office of Energy and Planning

**DATE:** February 11, 2014

**SUBJECT:** *State Owned Land, Surplus Land Review, Towns of Exeter and Stratham  
SLR 14-021*

**RESPONSE DATE:** March 12, 2014

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please notify this office of your intent in writing by the response date indicated above. Responses may be emailed to [susan.slack@nh.gov](mailto:susan.slack@nh.gov). The Council on Resources and Development will consider the request at the *next meeting scheduled for March 13, 2014*. Further information regarding upcoming CORD meetings may be obtained at:

<http://www.nh.gov/oep/planning/programs/cord/index.htm>

The Department of Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Lakes Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



## Slack, Susan

---

**From:** Colburn, Jacquie <Jacquie.Colburn@des.nh.gov>  
**Sent:** Tuesday, April 08, 2014 10:55 AM  
**To:** Slack, Susan  
**Cc:** Ken Kimball; Michele L. Tremblay, naturesource communications; Sales, Tracie; Theresa Walker; Drew, Tim; Thomas Quarles  
**Subject:** CORD SLR 14-021, Towns of Exeter and Stratham  
**Attachments:** MOU TofS Signed.pdf

Dear Susan –

On behalf of the Rivers and Lakes Management Advisory Committees, thank you for the opportunity to comment on CORD Surplus Land Review 14-021 Exeter and Stratham, regarding a submerged easement underneath the Squamscott River to replace a pipeline. Based on the information provided, at its March 19, 2014 meeting the Rivers Management Advisory Committee approved the following motion:

- *Michele L. Tremblay made a motion that the RMAC vote on this conditionally contingent upon hearing from the Exeter-Squamscott LAC. If the LAC does not have other concerns or conditions, upon their acceptance we are in full acceptance. If LAC has issues we would address them at the next meeting. Second by Larry Spencer. Discussion was held. Motion passed unanimously.*

On March 31st, the Exeter/Squamscott LAC submitted this email and the attachment to the Rivers Program:

- *The Exeter-Squamscott River Local Advisory Committee (ESRLAC) has met with engineers working on the GSGT project and has consulted with Town Administrators in Exeter and Stratham. ESRLAC supports the project as proposed and as described in the attached Memorandum of Understanding between the Town of Stratham and Unitil.*

CORD SLR 14-021 Exeter and Stratham does not fall within the jurisdiction of the Lakes Management Advisory Committee.

Please contact me or Tracie Sales if you have any questions about the RMAC's response to this Surplus Land Review.  
Thank you,  
- Jacquie

Jacquie Colburn, Coordinator  
NH Rivers Management and Protection Program  
NH Lakes Management and Protection Program  
NH Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095  
Phone: 603-271-2959  
Fax: 603-271-7894  
[jacquie.colburn@des.nh.gov](mailto:jacquie.colburn@des.nh.gov)  
<http://www.des.nh.gov/organization/divisions/water/wmb/rivers/index.htm>  
<http://www.des.nh.gov/organization/divisions/water/wmb/lakes/index.htm>



Christopher M. Drummey  
M&N Operating Company, LLC  
547 Lincoln Street  
Richmond, ME 04357

Jennifer R. Perry, P.E.  
Director, Department of Public Works  
13 Newfields Road  
Exeter, NH 03833

January 6, 2014

Dear Mr. Drummey and Ms. Perry:

**Granite State Gas Transmission Co., Inc.  
Memorandum of Understanding on Pipeline Realignment/Colocation**

This letter is intended to summarize the principal terms of the understanding reached among representatives for Granite State Gas Transmission Co., Inc. ("GSGT"), Spectra Energy, Inc., by and through M&N Operating Company, LLC ("M&N") and the Town of Exeter ("Town") (collectively referred to as "Parties") regarding replacement, realignment and colocation of a segment of disbonded GSGT interstate natural gas pipeline in Exeter, NH. The proposed project would realign the pipeline on Town and private property and colocate with the M&N 30-inch pipeline on either side of the Squamscott River. The Parties agree that the route has been sufficiently described and generally deemed to be acceptable. The Parties also agree that GSGT should proceed with preparation of a draft agreement for execution by the Parties' authorized representatives, should submit federal, state and local permit applications for approval of the project and prepare any necessary ancillary agreements and easements necessary to consummate the relocation.

The proposed route for realignment and colocation is described in Exhibit 1, which is keyed to plans previously provided to you. GSGT will provide detailed plans confirming the route described in Exhibit 1, as discussed and agreed by the Parties.

The Parties' general agreement to the route and colocation is subject to several conditions requested by M&N and Town representatives. First, with regard to the Horizontal Directional Drill (HDD) portion of the route, GSGT will revisit the extent of separation between the GSGT and M&N pipelines in order to ensure adequate separation from the M&N pipeline. If GSGT determines that additional separation from that described in Exhibit 1 is not possible, GSGT will provide a detailed contractor plan on how the joint facilities will be protected.

Second, GSGT will ensure that the HDD will maintain 40-50' separation from the boundary line of the NHDOT LAROW and will be located no more than 50' south of the boundary line in order to leave adequate space for a potential sewer main that the Town might install by HDD in the future. Third, GSGT will grout all abandoned pipe within the Town boundaries and will remove approximately 20' of pipe in the vicinity of the culvert at the plant entrance. Fourth, GSGT will conduct additional survey work to precisely locate the elevation of the M&N pipeline and will design the GSGT pipeline to follow the same elevation in order to minimize potential conflict with future wastewater treatment plant expansion. The Town will also have the

325 West Road  
Portsmouth, NH 03801

T 666.933.3820 [www.unitil.com](http://www.unitil.com)



opportunity to review and approve profile drawings of the proposed pipeline at the rear of the wastewater treatment plant buildings.

The Parties intend to proceed in good faith in the drafting and execution of all agreements necessary to effectuate the realignment and colocation of the GSGT pipeline, including any new or amended easement agreements. GSGT will provide draft agreements for review and comment, with each of the Parties bearing its own expenses. Until such time as a formal access agreement is drafted, the Town has agreed to allow reasonable access for purposes of GSGT preparation of agreements, plans and permit applications.

As GSGT intends to rely upon this preliminary agreement in principle as it proceeds to draft the necessary documents and plans, we will assume that this letter accurately reflects the understanding of the parties. If there is a need for modification or clarification, please contact me immediately.

Thank you for your cooperation.

Sincerely,

**Roger A. Barham**  
Senior Gas Engineer  
Unitil Corporation  
T 603.294.5191  
[Barham@unitil.com](mailto:Barham@unitil.com)

cc ~~Norm Davis~~ Senior Land Agent  
Maureen Smith Orr & Reno

325 West Road  
Portsmouth, NH 03801

T 666.933.3820 [www.unitil.com](http://www.unitil.com)





March 12, 2014

Paul R Deschaine  
Town Administrator  
Town of Stratham  
10 Bunker Hill Avenue  
Stratham NH 03885

**MEMORANDUM OF UNDERSTANDING BETWEEN  
GRANITE STATE GAS TRANSMISSION, INC. AND TOWN OF STRATHAM**

Dear Mr. Deschaines:

This is to confirm the understanding that Granite State Gas Transmission, Inc. (GSGT) has reached with the Town of Stratham as a result of our March 11, 2014 meeting to discuss GSGT's proposed pipeline realignment adjacent to the Exeter WWTP and across the Squamscott River. The Town has raised concerns that the GSGT realignment might impact the Town's future ability to construct new sewer lines between the WWTP and Stratham. As a result of our meeting, the parties have reached an understanding that the two projects are not mutually exclusive and can be coordinated to achieve our respective goals.

GSGT has a history of working cooperatively with the Town of Exeter on the realignment and, as indicated during our meeting, we think that adequate accommodations can be made to the Town of Stratham. Our design has already taken into account the Town of Exeter WWTP future expansion potential, as described in our pending applications to regulatory agencies. We consider the possibility of a sewer connection to the Town of Stratham to be equally important in planning and design. For this reason, GSGT will make reasonable and good faith efforts to amend the current design to accommodate the Town of Stratham's interests in retaining the option of constructing a new sewer line from the Exeter WWTP to Stratham.

In the meantime, we have agreed to provide you with geotechnical and cost information currently being gathered for the proposed HDD. We will keep you apprised of the status of regulatory approvals. GSGT will also consider coordinating construction of the HDD with a new sewer line to

save the Town's time and expense, to the extent that it can do so under current schedules and cost constraints.

Based upon these commitments, we understand that the Town will continue to work cooperatively with GSGT as it moves forward to obtain necessary approvals for the pipeline realignment. We look forward to working with you.

Sincerely,

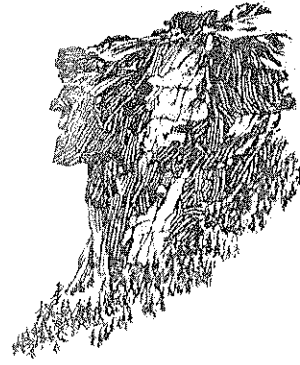


Roger A Barham  
Senior Gas Engineer  
T 603.294.5191 C 603.944.2454  
[barham@unitil.com](mailto:barham@unitil.com)

Cc: David Canada	Town of Stratham
Jennifer Royce Perry	Town of Exeter
Russell Dean	Town of Exeter
Steve Herzog	AMEC

# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Meredith Hatfield, Director  
NH Office of Energy and Planning

**FROM:** Susan Slack, Principal Planner *Susan Slack*  
Office of Energy and Planning

**DATE:** May 2, 2014

**SUBJECT:** Surplus Land Review, SLR 14-021-TOWNS OF EXETER and STRATHAM

On April 10, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Office of Energy and Planning:

**Request that CORD recommend conveying a 50-foot wide submerged easement between Exeter and Stratham under the Squamscott River to Granite State Gas Transmission Company, Inc. for relocation of a segment of an interstate natural gas pipeline between Haverhill, MA and Portland, ME.**

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-021 as submitted.

cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning  
Maureen D. Smith, Esq., Orr & Reno  
Representative David Campbell, Chair, Long Range Capital Planning and  
Utilization Committee