

**Pittsfield Planning Board
Town Hall, 85 Main Street
Pittsfield, NH 03263
Minutes of Public Meeting**

DATE: Thursday, March 3, 2016

AGENDA ITEM 1: Call to Order

Chair Clayton Wood called the meeting to order at 7:05 P.M.

AGENDA ITEM 2: Roll Call

Planning board members present:

Clayton Wood (chair),
Pat Heffernan (vice-chair),
Jim Pritchard (secretary),
Daren Nielsen,
Gerard LeDuc (selectmen's ex officio member), and
Paul Nickerson (alternate)

Planning board members absent:

Roland Carter (alternate) and
Larry Konopka (alternate for the selectmen's ex officio member)

Members of the public appearing before the planning board:

David Alden Moore, of Alton Rollinsford, LLC, 18 Wright Acres Road,
Bedford, NH 03110;
Jason Rokeach, 81 Tan Road, Pittsfield, NH 03263;
Garry Turman, 53 Tan Road, Pittsfield, NH 03263.

“Members of the public appearing before the planning board” includes only members of the public who spoke to the board. It does not include members of the public who were present but who did not speak to the board.

AGENDA ITEM 3: Public Hearing - Review and Recommendation of Proposed Sales of Town-Owned Properties at Tax Map R-48 Lot 6 and Tax Map R-44, Lots 7 and 8. (RSA 41:14-a.).

Jim Pritchard recused himself.

Paul Nickerson sat in Jim Pritchard's place.

Clayton Wood reviewed guidelines for the hearing and suggested that the board look at the proposed sales from two points of view: (1) as if the properties had not been auctioned and (2) by taking into account all available evidence, namely, that the properties had been auctioned and who the successful bidders were. Clayton Wood said that the board would hear testimony on both properties together. Clayton Wood said that this hearing was the first hearing that the board had ever done under RSA 41:14-a, I, for the sale of town-owned property. Clayton Wood said that the conservation commission had met last week to do that board's review and recommendation. Clayton Wood said that the law (RSA 41:14-a, I) does not require the planning board to have a hearing.

Clayton Wood opened the hearing to public input.

Garry Turman said that he was concerned about how the buyers would develop the properties. Garry Turman said that he lived on Tan Road and was an abutter. (Comment of recording secretary Jim Pritchard: Garry Turman lives at 53 Tan Road and abuts tax map R-44, lot 7, across Tan Road. Tax map R-44, lot 7, abuts Blake Pond. Garry Turman and tax map R-48, lot 6, also known as the pest house lot, are on the same side of Tan Road but are separated by three lots: 63 Tan Road, 71 Tan Road, and 81 Tan Road. 81 Tan Road abuts the pest house lot.)

Jim Pritchard said that his mother was the prospective buyer of tax map R-44, lots 7 and 8, (known herein as the Blake Pond lot) and that his mother had submitted to the board a proposal to buy this lot. (Comment of recording secretary Jim Pritchard: tax map R-44, lot 8, is a nonexistent lot. The area shown on tax map R-44 as lot 8 is land that Jim Pritchard's mother, Mary Pritchard, owns as the trustee of the Mary H. Pritchard Trust. See Merrimack County Registry of Deeds plan 9338 and Merrimack County Registry of Deeds Book 2062, Page 1511.)

Jim Pritchard said that, in deciding whether a town property should be sold, all of the three boards involved—the conservation commission, the planning board, and the board of selectmen—should be concerned with how the

property will be used. For example, if the use of the property would be the same before and after the sale, then the town would certainly not care about the mere identity of the owner. In the case of mergers that the zoning ordinance requires of contiguous nonconforming lots under common ownership, the purpose of the merger requirement is to prevent uses that do not conform to the zoning plan. In every case, how the sale of town property would result in a new use of the property will factor in whether the sale is in the town's best interest, and whether the sale is in the town's best interest is, of course, the fundamental question that should control whether the town should sell the property.

Jim Pritchard said that his mother had submitted her proposal for why the town should sell tax map R-44, lots 7 and 8, to her. In brief, her proposal said that the town should sell the Blake Pond lot to her because (1) the Pritchards have no plans to change the lot's use, (2) the Pritchards have never posted their land and have no plans to post the Blake Pond lot if the Pritchards should succeed in buying it, (3) the town will generate current use tax income from the sale, and current use tax income is the best income that a town can get, and (4) the Pritchards will be a more stable owner than the town would likely be going forward. The fact that the town auctioned this property to the highest bidder shows that, whatever the town may have been in the past, the town cannot be counted on to be a stable owner of this property in the future. The Pritchards' 49-year history in Pittsfield proves that they are stable owners.

Jim Pritchard said that the conservation commission had recommended that the town should have what the conservation commission called a "dry hydrant." Jim Pritchard said that he did not know what a dry hydrant is, but he suggested that, under the circumstances of this case, the town should not take any easement at this time. Jim Pritchard said that he did not know that the town needed an easement, and Jim Pritchard said that the Hertel development across Tan Road had not needed such an easement in the development's 10-year history. Furthermore, Jim Pritchard said, the town misrepresented the Blake Pond lot at the auction, perhaps accidentally, and this misrepresentation led to a cascade of events that led to the Pritchards already paying much more than they would have had to pay if the town had disclosed what it knew and what it did not know. Jim Pritchard said that the Pritchards had agreed on a price that assumes no easements, and he said that he would ask that the town use the eminent domain process if, in the future, the town finds that it actually needs an easement.

Jim Pritchard referred to the pest house lot and said that he had submitted to the planning board the approved subdivision plat for the Hertel development, adjacent to the pest house lot, on Tan Road. (Merrimack County Registry of Deeds plan 16737, endorsed in January 2004.) Jim Pritchard said that he had been present when the planning board approved the Hertel subdivision and that both the planning board and members of the zoning board of adjustment had been concerned about preserving the rural character of Tan Road. Jim Pritchard referred to the 1994 master plan and said that 1994 master plan had said that Tan Road should keep its rural character. Jim Pritchard said that the planning board had wanted the Hertel development to have the highest quality possible, that Van Hertel himself had agreed that the development should have high quality, and that Van Hertel had agreed to 100-foot minimum setbacks from Tan Road and from Governor's Road. These setbacks are conditions of the Hertel subdivision approval. Jim Pritchard said that the pest house lot is very shallow, about 115 feet deep from Tan Road. Jim Pritchard said that putting a house on the pest house lot consistent with the Hertel development plan would be impossible. Jim Pritchard said that the houses in the Hertel development had trees in front of them and that the neighborhood was very nice. Jim Pritchard said that a building on the pest house lot would be out of character with the Hertel development and would likely devalue the Hertel development.

Jim Pritchard said that he had researched the prospective buyer, Alton Rollinsford, of the pest house lot and found that Alton Rollinsford owns 110 rental apartments in Pittsfield. Jim Pritchard said that he was concerned about rental properties creeping into the Tan Road neighborhood. Jim Pritchard said that 165 Governor's Road had recently become a rental property, as had 680 Tan Road. Jim Pritchard said that 680 Tan Road, which is very near the pest house lot, is particularly troubling because the company that owns 680 Tan Road, White Management, is a Boston company that does rental properties as the company's business. Jim Pritchard said that he strongly urged the board to recommend against selling the pest house lot under current conditions.

David Moore, of Alton Rollinsford, said that Jim Pritchard sounded much like Jim Pritchard's mother, Mary Pritchard, and that he, David Moore, had been e-mailing Jim Pritchard's mother. David Moore said that Jim Pritchard had said that he had communicated directly with the buyer (David Moore). David Moore asked that the recording secretary (Jim Pritchard) verify

whether Jim Pritchard said that he had communicated directly with David Moore.

Jim Pritchard said that he had been reading a statement from written notes and that he had said that he had “researched” the buyer.

David Moore said that he was confused about how the town could have singled out two lots from the other auction properties for this process of review before the sale. David Moore said that his attorney had checked the town’s title, that the title was fine, and that “you guys have done a fine job in your taking.” David Moore said that he was hearing “not in my back yard” type of statements. David Moore said that everyone had a right to bid at the auction. David Moore discussed auction sale 5 (tax map R-44, lots 7 and 8) and opined that tax map R-44, lots 7 and 8, were two lots. David Moore said that someone from the conservation commission (Bill Miskoe) had bought tax map R-44, lots 7 and 8. David Moore said that this person (Bill Miskoe) was not present at tonight’s planning board meeting. David Moore said that tax map R-44, lots 7 and 8, and tax map R-48, lot 6, are a total of three lots. David Moore asked why any of the sales would be valid if three of them (tax map R-44, lots 7 and 8, and tax map R-48, lot 6) are invalid. Alternatively, some person with “deep pockets” might ask why the town could single out a few lots but not all lots. David Moore said that he was hearing that he could not do anything with the lot. David Moore said that he disagreed. The lot is a residential lot. David Moore referred to his e-mail correspondence with Jim Pritchard’s mother, Mary Pritchard, and said that he had discussed some of his, David Moore’s, plans for the lot, including a rental dwelling. David Moore said that he had e-mailed Mary Pritchard to talk to her about what he might do with the lot and had said that he owned rental properties. Many people would want to rent out dwellings that conform to zoning. “Not in my back yard” is spot zoning. David Moore said that he was doing nothing wrong. David Moore said that he had helped the town by participating in the auction. David Moore said that the town was trying to raise money at the auction. David Moore said that he was the backup bidder for a number of lots and that the backup bidding assured the town that it was getting good bids. David Moore said that he had had the winning bid on two properties but that he had bid on 3/4 of all of the properties. David Moore said that Mary Pritchard, through her son, Jim Pritchard, was saying that David Moore was a terrible person for buying the pest house lot. David Moore asked how the town could single out these two sales and not “nix” the remaining sales.

Garry Turman asked what David Moore planned to do with the pest house lot.

David Moore said that he planned to own the pest house lot.

Garry Turman asked whether David Moore would live on the pest house lot.

David Moore said that he would do whatever zoning allowed him to do. David Moore said that he had bought six properties within the last 10 days and that he could not say specifically what he would do with each property. David Moore said that he buys 45 to 60 properties every year.

Garry Turman said that he wanted to know what David Moore would do with the pest house lot and that the matter was important because he, Garry Turman, lived on Tan Road.

David Moore said that he could not see that how he was going to use the pest house lot was any concern of Garry Turman's.

Garry Turman said that David Moore was refusing to say what he would do with the pest house lot. Garry Turman repeated that he lived on Tan Road, and Garry Turman said that he was concerned about his property value, that a rental property on the pest house lot could devalue his property, and that the planning board should stop such a development if the planning board were able.

Pat Heffernan asked for clarification that David Moore was interested in the pest house lot.

David Moore said that he did not know that he was interested in the pest house lot, but that he had "contractual rights to the pest house lot." David Moore said that he had a contract and that he had given the town money to pay for the lot.

Pat Heffernan asked for clarification of where the pest house lot was.

Paul Nickerson directed Pat Heffernan to tax map R-48, lot 6.

Jason Rokeach said that he lived on what he called “lot 9.” (Comment of recording secretary Jim Pritchard: Jason Rokeach lives on tax map R-44, lot 9, with street address 81 Tan Road.) Jason Rokeach said that he abutted tax map R-48, lot 6, that he abutted tax map R-44, lot 7, and that he was diagonal to tax map R-44, lot 8. Jason Rokeach said that, before he came to Pittsfield, he had lived in suburban or urban areas, that his wife had grown up in the country, and that he and his wife had wanted to return to the country. Jason Rokeach and his wife had looked at many homes before choosing their land on Tan Road. Jason Rokeach emphasized the pristine rural character of the Tan Road neighborhood and the 100-foot minimum street setback. Jason Rokeach said that the sale scared him because the sale could “shatter the reasons that we’re even in Pittsfield.” Jason Rokeach said that he loved Pittsfield, that he had no plans to move anytime soon, but that the sale scared him. Jason Rokeach said that he commuted 50 minutes every day and that he could have a much shorter commute if he lived elsewhere. Jason Rokeach said that the issue before the town boards was whether to use the board of selectmen’s discretion to sell property to a certain person; the issue was not whether to prohibit a current owner from a certain use on that owner’s own property. Jason Rokeach said that the issue before the town boards was what was right to do for the town and for residents such as him. Jason Rokeach said that the town boards could do what was right and that he appreciated the planning board’s protecting his property.

Clayton Wood asked Jason Rokeach to clarify which sale or sales concerned him.

Jason Rokeach said that he was primarily concerned about the sale of the pest house lot but that the sale of the Blake Pond lot concerned him too. Jason Rokeach said that the pest house lot was too shallow to provide “a buffer from that road.”

David Moore said that he understood the appeal of a pristine rural environment. David Moore said that he would probably develop the pest house lot with some structure. David Moore said that the pest house lot had had a big sign advertising the auction sale of the lot. David Moore asked whether abutters had been at the auction and, if they had, why they had not bid on the properties given that the properties were inexpensive.

Jim Pritchard said that he would be happy to answer.

David Moore said that he was specifically asking Jason Rokeach.

Jason Rokeach said that his finances were not David Moore's business.

Garry Turman said that he should not have to buy another property to protect his own property.

Jim Pritchard said that his family had decided that there were two auction properties that his family especially needed to protect the family's own property. These two properties were (1) the Blake Pond lot (sale 5, tax map R-44, lots 7 and 8) and (2) the schoolhouse lot (sale 11, tax map R-30, lot 1). Jim Pritchard said that the Blake Pond lot (sale 5) had been the first of the auction properties that had interested the Pritchards and that the schoolhouse lot (sale 11) had been the last of the auction properties that had interested the Pritchards. Jim Pritchard said that Bill Miskoe had entered the auction saying that he, Bill Miskoe, would ensure that the Pritchards did not get the Blake Pond lot because he, Bill Miskoe, thought that the Pritchards should not own all of the Blake Pond frontage on Tan Road. Jim Pritchard said that Bill Miskoe had bid the price of the Blake Pond lot up to \$39,000. Jim Pritchard said that he had chased Bill Miskoe's bids to \$38,000. Jim Pritchard said that Bill Miskoe's bids appeared in hindsight to be fraudulent because Bill Miskoe promptly defaulted on his bids after the auction, but, Jim Pritchard said, during the auction, he, Jim Pritchard, could not know what Bill Miskoe would do, and, Jim Pritchard said, he feared that Bill Miskoe would bid the price of the schoolhouse lot up very high. Jim Pritchard said that Bill Miskoe's conduct in the auction forced him, Jim Pritchard, to bid conservatively on the properties sold between the Blake Pond lot and the schoolhouse lot. Jim Pritchard said that this situation was what he had meant when he had said earlier that the town's misrepresentation of the Blake Pond lot had set in motion a cascade of events that have been very expensive and very inconvenient for the Pritchards.

David Moore said that he had much experience in buying property at auction. David Moore said that the purpose of an auction is to have competitive bidding so as to get the highest price for the seller. David Moore said that an absolute auction, which has no reserve, "is a pretty fair test of value." David Moore admitted that the default that Jim Pritchard had described "doesn't sound quite right if it was strategic in that regard," but David Moore said that an absolute auction is a proper format for selling

property. David Moore said that the pest house lot and the other lots are lots of record. David Moore said that the objections to development on these lots is a “not in my back yard type of situation.” David Moore said, “Why can’t I say that about the lot that I own, which, by the way, I own the pest house lot. The deed’s in hand; the money’s been paid. I haven’t recorded it yet, but I own it. It’s in hand.” David Moore said that he could ask the town to require the abutter to demolish the abutter’s house if David Moore did not like the abutter’s house. David Moore said that his example was “a little ridiculous,” but, David Moore said, “the point is, this is the way you have subdivision rules and regulations.” David Moore said, “In the State of New Hampshire, if you give cash and you get a deed, technically you’re supposed to record it on the record, let the world know that you own it, but you don’t have to. Once you get that deed in hand, signed by the seller, in this case the town, it’s yours. It’s a little tough to overturn that. I’m not uncooperative and can work a deal with people. I do work in the real estate world to make a living. Some people might look at that as a profit; some people might look at that as a scarlet letter. It’s no importance to me, I make money this way. We all make money in various ways, so, fortunately, I can be worked with. I even let Mary [Pritchard], which might be Jim [Pritchard], know that.” David Moore repeated his question about why any of the sales would be valid if the sales of tax map R-44, lots 7 and 8, and tax map R-48, lot 6, are invalid: “If you can somehow overturn these sales, how about the others?” David Moore said that he wanted to be fair to all sides.

(See RSA 477:3-a: “Every deed or other conveyance of real estate and every court order or other instrument which affects title to any interest in real estate, except probate records and tax liens which are by law exempt from recording, shall be recorded at length in the registry of deeds for the county or counties in which the real estate lies and such deed, conveyance, court order or instrument shall not be effective as against bona fide purchasers for value until so recorded.”)

Garry Turman clarified that he had not said that he opposed all development of the pest house lot; Garry Turman said that he had wanted to know how the properties would be developed. Garry Turman said that he would not object to development that would have value comparable to the value of his property. Garry Turman said that he would object to a small rental property. Garry Turman said that David Moore was refusing to say what he would do with the pest house lot and that David Moore did not have to say what he would do with the pest house lot, but that David Moore was saying that he

wanted to work with everyone but that David Moore was refusing to say what he would do with the property.

Jim Pritchard said that he had entered negotiations with the board of selectmen to buy the Blake Pond lot and that he and the board of selectmen had agreed on a price but that the town administrator had then sent him an e-mail saying that she had learned from a planning board member, not Jim Pritchard, that the board of selectmen had not been properly authorized. Jim Pritchard said that he had researched the law and had confirmed that the board of selectmen had not been properly authorized, and Jim Pritchard said that he had approached the board of selectmen and had asked the board of selectmen to consider selling the Blake Pond lot to the Pritchards. Jim Pritchard said that he had not complained and that he had recognized that the Pritchards had to make their case. Jim Pritchard said that the Pritchards had made their proposal explaining their intent and their history as Pittsfield landowners. Jim Pritchard said that, whatever the board of selectmen's previous intent may have been with a purchase and sale agreement, the decisive question is whether the board of selectmen had authority to sell the property, and Jim Pritchard said that he had recognized that the board of selectmen did not have the authority to sell the property. Jim Pritchard said that he had worked in that environment—that the board of selectmen had not had authority to sell the property—and that this law applied the same to everyone else.

David Moore said that he wanted to address Garry Turman's question of what David Moore would do with the pest house lot. David Moore said that he would intend to build something on the pest house lot. If the lot is small, then the lot's small size would restrict the type of building that could be built on the lot. David Moore said that the purpose of the development would be to find a way to make a profit from being involved with the lot. David Moore said that he did not have a specific development plan but that he thought that the lot should be improved with some structure. David Moore said that the goal of his development plan would be to make a profit and not to live on the pest house lot. David Moore said that building a house for sale and building a house for rent were two possibilities. David Moore said that the development would have to be a single-family home. David Moore once again repeated his question about why any of the sales would be valid if the sales of tax map R-44, lots 7 and 8, and tax map R-48, lot 6, are invalid: "The question is, if these two sales are in question, and now I understand perhaps why, I would think everything in the sale would fall under the same

concern. If the town has gone and conveyed, unless you can explain why these two lots, these two sales get singled out from the rest that were held that day, at the auction.” David Moore referred to Jim Pritchard’s refusal to pay \$38,000 for the Blake Pond lot and said that this refusal was a default on the backup bid and that he, David Moore, had the ability to buy tax map R-44, lots 7 and 8, if the town were to auction tax map R-44, lots 7 and 8, and “if someone is looking to work against me.”

Paul Nickerson asked whether he could explain why tax map R-44, lots 7 and 8, and tax map R-48, lot 6, were different from the other properties.

Clayton Wood said no.

David Moore once again repeated his question about why any of the sales would be valid if the sales of tax map R-44, lots 7 and 8, and tax map R-48, lot 6, are invalid.

Clayton Wood said that he would answer David Moore’s question in due time.

Garry Turman said that David Moore had made clear that David Moore’s development would not improve the value of Garry Turman’s property and that David Moore’s development would actually diminish the value of Garry Turman’s property and the value of other properties on Tan Road.

Clayton Wood closed the hearing to public input.

Clayton Wood said that the planning board was not reviewing the sales of tax map R-48, lot 6, and tax map R-44, lots 7 and 8, on the planning board’s own motion. Clayton Wood said that the planning board was reviewing these sales at the board of selectmen’s request according to RSA 41:14-a, I. Clayton Wood said that the board of selectmen had not been properly authorized to sell these two properties. Clayton Wood said that the sales had been a mistake that a member of the planning board had reported to the board of selectmen. Clayton Wood said that the planning board’s recommendation to the board of selectmen is nonbinding. Clayton Wood said that, before the auction, the board of selectmen had not sought the planning board’s recommendation or the conservation commission’s recommendation and had not had two public hearings. (See RSA 41:14-a, I.) Clayton Wood said that the two properties under current consideration

differ from the other properties in that the two properties under current consideration were not tax deeded while all of the other properties were tax deeded. Clayton Wood said that the town had two different procedures to sell town properties and that the choice of procedure depended on whether the property had been tax deeded or not. Clayton Wood said that the town meeting had adopted the provisions of RSA 80:80 (under article 12 of the 1994 annual town meeting warrant) and that this adoption “initiates a different process.” Clayton Wood said that the town meeting had also adopted the provisions of RSA 41:14-a (under article 26 of the 2007 annual town meeting warrant). Clayton Wood said, “[RSA] 41:14-a is very clear that it can’t be sold without a very rigid process.” Clayton Wood explained the process of RSA 41:14-a and its timing. Clayton Wood emphasized that the planning board’s recommendation is only advisory and that the board of selectmen would have to have two public hearings before the board of selectmen can complete the sale. (RSA 41:14-a, I.)

Paul Nickerson said that the two properties under current consideration differ from the other properties in that the two properties under current consideration were not tax deeded while all of the other properties were tax deeded.

Paul Nickerson said that tax map R-48, lot 6, is not buildable with a septic system and a well.

David Moore asked whether Paul Nickerson were referring to regulations of the New Hampshire Department of Environmental Services.

Paul Nickerson said yes.

Clayton Wood said that he wanted to discuss the board’s recommendation as if the auction had not happened. Clayton Wood said that the board should understand the purpose of RSA 41:14-a, I. Clayton Wood said that the pest house lot was generating the most controversy. Clayton Wood said that the pest house lot was a concern because the lot is nonconforming to the zoning ordinance and because it is much too small to be developed in the Rural District. Clayton Wood referred to the Hertel subdivision plat (Merrimack County Registry of Deeds plan 16737) and said that the planning board had avoided what would have been a suburban development by having the lots somewhat larger and by moving the houses back from the roads. Clayton Wood said that the planning board had allowed the best development

possible by following not only the zoning ordinance but also the master plan. The 100-foot street setback was outside the zoning ordinance but was consistent with preserving rural character. Clayton Wood said that the master plan says that rural character is an asset to the town. Clayton Wood said that the planning board should use the master plan for guidance and that this guidance indicates that lots for development in the rural district should “follow the historical pattern of Pittsfield.” This historical pattern indicates that development in Pittsfield’s urban center should be denser while the development in Pittsfield’s rural areas should be sparser. The pest house lot would be nonconforming even under the lot-area standard for the Suburban District (1.5 acres without municipal water and sewerage). Clayton Wood said that building on the pest house lot “without variance or some kind of change there” would be impossible.

Paul Nickerson said that building on the pest house lot would be impossible even with a variance.

Clayton Wood said that he was not sure that the pest house lot was not buildable but that he was sure that any development of the lot would be very nonconforming to both the zoning ordinance and the master plan.

Paul Nickerson repeated his opinion that building on the pest house lot would be impossible because of setbacks necessary for a septic system and for a well.

Pat Heffernan asked where the schoolhouse lot was.

Jim Pritchard described the location of the schoolhouse lot (tax map R-30, lot 1) in the middle of the frontage of Jim Pritchard’s sister’s land (tax map R-30, lot 1A) on NH Route 107.

Pat Heffernan asked for clarification that David Moore had a deed to the pest house lot and that David Moore already owned the pest house lot. Pat Heffernan said that any building would have to satisfy the building inspector’s requirements. Pat Heffernan asked why there is difficulty in conveying the Blake Pond lot to the Pritchards.

Jim Pritchard said that the Pritchards are in the same position as is David Moore in that the board of selectmen had not been properly authorized to sell the lot in question. Jim Pritchard said that this problem was why the

Pritchards had had to ask the board of selectmen to continue the sale process and why the Pritchards had had to submit a buyer's proposal. If the town were already committed, then the Pritchards would not have had to do any of these things.

Pat Heffernan asked whether the sales might be redone.

Jim Pritchard said that the sales are being redone now. Jim Pritchard said that the law (RSA 41:14-a, I) invalidated his mother's purchase and sale agreement.

Pat Heffernan and Clayton Wood discussed that the board of selectmen had made a mistake in auctioning the two lots without doing the process of RSA 41:14-a, I, first

Daren Nielsen said that the use of the property considered for sale was important and that the board of selectmen should consider covenants if the developer did not want to say how he would use the property. Daren Nielsen asked how many rental properties there were in the Tan Road area.

Jim Pritchard identified 165 Governor's Road (Dubey) and 680 Tan Road (Charles White Management).

Clayton Wood said that the planning board could recommend covenants.

Daren Nielsen said that the town's best interest included considering the abutters' best interests and the abutters' property values. Daren Nielsen said that property values had been an important topic at the recent meet-the-candidates event (on February 29 at the Pittsfield Elementary School). Daren Nielsen said that the town's high tax rate was partly because of spending and partly because of the diminution of property values. Daren Nielsen said that the board should try to protect property values especially in an area like the Tan Road neighborhood. Daren Nielsen said that these considerations gave the board a need to know how the lots being considered for sale would be used.

Clayton Wood said that RSA 41:14-a, I, did not require the town boards to know in advance who the buyer would be or how the buyer would use a town property but that the statute did not prohibit the town boards from working with a known buyer and asking him how he would use the property.

Clayton Wood said that covenants should have been done already if covenants were going to be done. Clayton Wood said that the town should try to sell problem lots to abutters for merger. Clayton Wood said that the nonconformance of a lot is an important consideration in what to do with the lot and that, in the case of the pest house lot, knowing exactly what the buyer might do is not necessary because building on such a small lot will be out of character with the rural neighborhood no matter what the buyer puts on the lot.

Paul Nickerson said that the pest house lot is nonconforming and not buildable and that the planning board should recommend that the board of selectmen sell the pest house lot as nonconforming and not buildable. Paul Nickerson said that the Blake Pond lot has much marsh and little potentially buildable area. Paul Nickerson said that any building on the Blake Pond lot should be restricted to the area shown on tax map R-44 as lot 8 so as to have enough area for a septic system.

Clayton Wood said that the Blake Pond lot is a conforming lot. Clayton Wood asked for clarification that Paul Nickerson was suggesting that “both lots” be sold with a caveat that the lots are not buildable.

Paul Nickerson said that the pest house lot could be sold to an abutter for merger or could be used to park a camper but could not be used for a permanent residence. Paul Nickerson said that any building on the Blake Pond lot should be restricted to the area shown on tax map R-44 as lot 8.

Pat Heffernan said that the sale of the pest house lot appeared to him to be a “done deal” because David Moore has “a deed in his pocket to the pest house lot.” Pat Heffernan said that the planning board had some say in the sale of the Blake Pond lot. Pat Heffernan asked how the town could say that the buyer of the pest house lot could not build a house there.

David Moore said that he had come to find middle ground.

Clayton Wood said that David Moore and the Pritchard family are in the same situation.

Pat Heffernan said that he disagreed because David Moore has a deed.

Clayton Wood said that a purchase and sale agreement was about as good as a deed.

Pat Heffernan continued to disagree. Pat Heffernan said that the board's recommendation should be to learn from the mistakes and move on.

Daren Nielsen asked whether the planning board's recommendation on the two lots were really a mere formality.

Clayton Wood said that he is trying to follow the process of RSA 41:14-a, I.

Pat Heffernan said that the planning board's recommendation on a property should be to sell the property or not to sell the property.

Daren Nielsen asked whether the planning board were going to compose its recommendation right now.

Gerard LeDuc said that the board of selectmen had made a mistake because the board of selectmen had not known that two of the properties were not tax deeded.

Clayton Wood said that the planning board would help no one by taking three weeks to two months to develop a recommendation. Clayton Wood said that he expected to develop recommendations tonight.

Daren Nielsen suggested that the planning board recommend that the town get the highest quality development possible. Daren Nielsen said that the pest house lot probably could not be developed with a high-value building and should have a covenant that the building cannot be rented if the lot is buildable.

Paul Nickerson asked Gerard LeDuc for confirmation that no one had a deed to any of the auction properties.

Gerard LeDuc did not know whether deeds were recorded.

Clayton Wood opened the hearing to more public input.

Jim Pritchard said that his mother had a purchase and sale agreement on the Blake Pond lot but that the agreement has no more force than a gentlemen's

agreement because the board of selectmen was not properly authorized. Jim Pritchard said that the Pritchards do not have a deed. Jim Pritchard said that the planning board had asked, at the February 18 meeting, whether deeds had been recorded. Jim Pritchard said that one of the tax-deeded properties, sale 3 (tax map R-11, lot 13, sold to Alton Rollinsford) had not been recorded. Jim Pritchard said that his understanding was that, if a property were sold twice, then the person who records the deed first is the person who owns the property. (RSA 477:3-a.)

Paul Nickerson agreed.

Jim Pritchard referred to David Moore's question about why sales besides the two currently under consideration would be valid if the two currently under consideration are not valid. Jim Pritchard said that deeds to the tax-deeded properties had been recorded, and, because these deeds have been recorded, they cannot be unrecorded even if they were recorded by mistake, and the town has no practical way to reassert its title. Jim Pritchard said that, where a deed has not been both issued and recorded, the buyer has not bought the land.

Paul Nickerson asked again, "have any of those deeds been given out?"

Gerard LeDuc said, "Not as far as I know."

David Moore disagreed with Jim Pritchard and said that deeds do not have to be recorded and that a double sale would involve fraud.

Clayton Wood said that the implications of recording or not recording a deed are not relevant to the planning board's recommendation.

David Moore asked how the town had acquired the pest house lot.

Paul Nickerson said that the town had bought the pest house lot in 1900.

David Moore said that he thought that the New Hampshire Department of Environmental Services would approve a septic system on the pest house lot.

Paul Nickerson disagreed.

David Moore discussed the bidding war between Bill Miskoe and Jim Pritchard at the auction on November 7, 2015.

Clayton Wood repeated that the deeds to the pest house lot and the Blake Pond lot are not the planning board's concern. Clayton Wood said that the use of the land and the recommendation to the board of selectmen is the planning board's concern.

David Moore said that he thought that the pest house lot was buildable. David Moore said that he did not know that the deed had been conveyed, and, David Moore said, he was not opposed to conveying it back on some terms. David Moore said that he was motivated by profit. David Moore said that he owned much property and did not need the pest house lot.

Garry Turman said that the town boards are not doing their jobs if they auction properties to development that will devalue nearby properties.

Jason Rokeach said that the covenants on the deeds to the lots in the Hertel subdivision had encouraged him to buy his lot in the Hertel subdivision. Jason Rokeach suggested that the pest house lot should have covenants.

Jim Pritchard said that he had spent six years in the audience of the planning board before he became a member of the board and that, while in the audience, he had often been an abutter. Jim Pritchard said that this experience as an abutter is the most important asset that he brought to the board. Jim Pritchard said that he had been present when the board approved the Hertel subdivision and that he had seen what the board was trying to do. Jim Pritchard said that he had recalled that approval process as he considered what development on the pest house lot might do to Jason Rokeach and Garry Turman. Jim Pritchard said that he wondered whether the auction could have been conducted in a worse way and in a manner less considerate of property owners in the area. Jim Pritchard said that neither the pest house lot nor the Blake Pond lot should have been auctioned to the highest bidder. Jim Pritchard said that the number of auction properties that abutted either Pritchard land or Wesson land (at 217 Governor's Road) was difficult to understand. (Comment of recording secretary Jim Pritchard: six of 14 auction properties abut either Pritchard land or Wesson land, with sales 5 and 6 counted as one property.) Jim Pritchard said that the town has betrayed the people who bought property in the Hertel development. Jim Pritchard said that he wanted to buy the Blake Pond property and that the

sale was proper because the board of selectmen has shown that the town is not a stable owner and because the Pritchards are stable owners.

David Moore said that he would be willing to restrict the pest house lot deed or trade the pest house lot for the Blake Pond lot. David Moore said that the zoning ordinance should govern the restrictions on property.

Clayton Wood closed the hearing to public input.

Clayton Wood moved the planning board to recommend against selling the pest house lot, tax map R-48, lot 6. Clayton Wood said that building restrictions would not be sufficient protection and that the town should either offer the lot to an abutter or keep it. Clayton Wood said that a 1-acre lot in the rural area should not be developed for residential use. Clayton Wood said that the situation would be different if the lot already had a house on it. Clayton Wood said that the town should convey the lot to an abutter if the town wants to divest itself of the lot.

Pat Heffernan said that he was giving the benefit of the doubt to David Moore's statement that he already owned the pest house lot. Pat Heffernan said that the town should buy the lot back from David Moore and give him a profit.

Pat Heffernan said that the town should honor the purchase and sale agreement to Mary Pritchard.

Pat Heffernan said that the town should consider abutters in the future.

Clayton Wood said that the planning board cannot recommend that the town buy back the land.

Pat Heffernan said that the planning board should recommend letting the sales happen.

Daren Nielsen said that the planning board is considering the lots as if they had not been sold. Daren Nielsen said that the board must look beyond the zoning ordinance and consider the town's best interest. Daren Nielsen suggested covenants that would protect property values.

Paul Nickerson said that the planning board should tell the board of selectmen that the pest house lot is nonconforming and that the board of selectmen can dispose of it as they wish.

Gerard LeDuc agreed with Paul Nickerson and seconded Clayton Wood's motion to recommend against selling the pest house lot, tax map R-48, lot 6.

Daren Nielsen asked whether the board would give a list of reasons.

Clayton Wood listed the following reasons:

1-acre lot in the Rural District
nonconforming lot
violation of the master plan
zoning ordinance

Clayton Wood said that the town has an obligation not to create a problem in selling this lot.

Paul Nickerson said that the recommendation should be changed to reflect the fact that the town could sell the pest house lot to an abutter.

After board discussion, Clayton Wood agreed and rescinded his motion, and Gerard LeDuc rescinded his second of the motion.

Paul Nickerson moved the planning board to recommend that the board of selectmen is not to sell the pest house lot, tax map R-48, lot 6, as a nonconforming lot but can in the future sell the pest house lot to the three abutters of the land.

Clayton Wood seconded the motion.

Discussion:

Clayton Wood said that such a sale would be an opportunity to merge the lot into a conforming lot.

Vote to recommend that the board of selectmen is not to sell the pest house lot, tax map R-48, lot 6, as a nonconforming lot but can in the future sell the pest house lot to the three abutters of the land: carried 4 - 1 - 0. Voting

“yes”: Daren Nielsen, Clayton Wood, Paul Nickerson, and Gerard LeDuc.
Voting “no”: Pat Heffernan. Abstaining: none.

Clayton Wood moved the planning board to recommend that the board of selectmen sell the Blake Pond lot, tax map R-44, lots 7 and 8, only to an abutter.

Daren Nielsen suggested covenants on tax map R-44, lots 7 and 8.

Paul Nickerson said that any building would have to be put on the area shown on tax map R-44 as lot 8.

Pat Heffernan asked Jim Pritchard to clarify what the town actually owned as the Blake Pond lot and whether the lot was buildable.

Jim Pritchard described the triangular part of town layout lot 103 that the construction of Tan Road separated from the rest of lot 103 in 1834. Jim Pritchard said that the Blake Pond lot does not include the area shown on tax map R-44 as lot 8, because, Jim Pritchard said, his mother, Mary Pritchard, already owns this land. Jim Pritchard stated his opinion that the Blake Pond lot is probably not buildable because the lot has too much swamp and too little dry land.

Pat Heffernan said that the planning board should recommend selling the Blake Pond lot without covenants because the lot is not buildable.

Daren Nielsen agreed and suggested that the planning board recommend that the board of selectmen sell the Blake Pond lot to an abutter.

Paul Nickerson said that he had done deed research and that he questioned whether Mary Pritchard actually owned the area shown on tax map R-44 as lot 8. Paul Nickerson said that he wanted proof.

Jim Pritchard discussed the town’s deed to the pest house lot and to the Blake Pond lot. (Merrimack County Registry of Deeds Book 339, Page 120.) The town’s deed to the pest house lot and to the Blake Pond lot describes the Blake Pond lot as being “of triangular shape.” The deed does not describe the Blake Pond lot as being shaped like a bow tie (as the tax map shows). Jim Pritchard said that his mother’s land had been surveyed extensively. (Merrimack County Registry of Deeds plan 9338.)

Paul Nickerson repeated that he wanted proof that Mary Pritchard owned the area shown on tax map R-44 as lot 8.

Clayton Wood called a brief recess for a bathroom break.

Clayton Wood said that the Blake Pond lot is a conforming lot but is probably not buildable.

Pat Heffernan seconded the Clayton Wood's motion to recommend that the board of selectmen sell the Blake Pond lot, tax map R-44, lots 7 and 8, only to an abutter.

Clayton Wood said that the large amount of swamp on the Blake Pond lot indicated that the lot should be conveyed to an abutter.

Discussion: No further discussion.

Vote to recommend that the board of selectmen sell the Blake Pond lot, tax map R-44, lots 7 and 8, only to an abutter: carried 4 - 1 - 0. Voting "yes": Daren Nielsen, Clayton Wood, Pat Heffernan, and Gerard LeDuc. Voting "no": Paul Nickerson. Abstaining: none.

AGENDA ITEM 4: Sale of Town Property Policy Recommendation to the Board of Selectmen

Jim Pritchard returned to the board.

Clayton Wood said that he would start getting information from the board of selectmen on what matters they would want the planning board to consider in future recommendations for the sale of town property. Otherwise, the planning board cancelled this agenda item.

AGENDA ITEM 5: Approval of the Minutes of the February 4, 2016 Meeting and February 18, 2016 Meeting.

The board cancelled this agenda item.

AGENDA ITEM 6: Selectman's Report

The board cancelled this agenda item.

AGENDA ITEM 7: Members Concerns

Jim Pritchard asked the board to meet before March 15, when the board of selectmen will meet to address an auction matter that Jim Pritchard said that the planning board should address before the board of selectmen addresses it. This matter relates to whether tax-deeded properties can be treated differently from non-tax-deeded properties. The planning board agreed to meet on March 14, 2016.

AGENDA ITEM 8: Public Input

The board cancelled this agenda item.

AGENDA ITEM 9: Adjournment

Pat Heffernan moved to adjourn the meeting.

Daren Nielsen seconded the motion.

Vote to adjourn the planning board meeting of March 3, 2016: carried 5 - 0 - 0. Voting “yes”: Jim Pritchard, Daren Nielsen, Pat Heffernan, Clayton Wood, and Gerard LeDuc. Voting “no”: none. Abstaining: none. The planning board meeting of March 3, 2016, is adjourned at 9:10 P.M.

Minutes approved: April 7, 2016

Clayton Wood, Chairman	Date
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I transcribed these minutes (not verbatim) on March 5, 2016, from a copy that Chairman Clayton Wood made on March 4, 2016, of the town’s digital recording of the meeting.

Jim Pritchard, planning board recorder and secretary

Attachments:

1. Mary Pritchard's proposal to buy tax map R-44, lots 7 and 8 (the Blake Pond lot).
2. The planning board's letter of recommendation under RSA 41:14-a, I, to the board of selectmen regarding the selectmen's proposed sales of tax map R-48, lot 6 (the pest house lot), and tax map R-44, lots 7 and 8 (the Blake Pond lot).

2/11/16
Bonnaf

RECEIVED
FEB 2016
Town of
Pittsfield, NH

February 11, 2016

Pittsfield Planning Board
Pittsfield Conservation Commission
85 Main Street
P. O. Box 98
Pittsfield, NH 03263

Dear planning board and conservation commission:

The board of selectmen recently learned that the auction sales of the town-owned properties designated as tax map R-48, lot 6, and tax map R-44, lots 7 and 8, on November 7, 2015, were procedurally defective because the board of selectmen had not satisfied the requirements of RSA 41:14-a, I; that is, the board of selectmen had not received recommendations from the planning board and from the conservation commission and had not held two public hearings on the proposed sales.

As a result of the auction, the board of selectmen signed a purchase and sale agreement to sell tax map R-44, lots 7 and 8, to me for \$15,000 with an additional \$1,500 auctioneer's commission, and I respectfully ask the planning board and the conservation commission to recommend that the board of selectmen honor the purchase and sale agreement because, for the reasons that follow, selling this property to me would be in the town's best interest.

Background:

Tax map R-44, lots 7 and 8, lies on the southeast side of Tan Road and abuts Blake Pond. The Town of Pittsfield purchased this property along with the so-called pest house lot on the opposite side of Tan Road via a single deed, Merrimack County Registry of Deeds Book 339, Page 120, for \$200 in 1900. This deed differs from what the tax map shows because the deed says that tax map R-44, lots 7 and 8, is actually one lot and that it is triangular. Deed research shows that tax map R-44, lots 7 and 8, is the triangular part of original town layout lot 103 that the construction of Tan Road in 1834 cut off from the rest of lot 103. See the attached tax map R-44 with lots 103 and 104 overlaid on the map.

For ease of reference and because this property is a single lot abutting Blake Pond, this letter will refer to tax map R-44, lots 7 and 8, as the Blake Pond lot.

The area where the Blake Pond lot is located is one of the most rural parts of Pittsfield. The lot is currently vacant and, in fact, has never been developed. The town has never used the lot for anything. Between 15 and 20 years ago, the town's highway department put a large boulder in front of the only access path into the lot.

Although the Blake Pond lot abuts Blake Pond, the access path that the town blocked crossed my land (tax map R-44, lot 6) en route to Blake Pond. Between the dry part of the Blake Pond lot and the open water of Blake Pond lies a marsh with dense vegetation that greatly impedes access to the open water. I own a nearby and far better access to the open water of Blake Pond, and I have never posted this land since my late husband and I bought it in 1969. (Tax map R-47, lot 1; Merrimack County Registry of Deeds Book 1047, Page 370; and Book 1047, Page 372.) This access is much better than the former access across the Blake Pond lot because, as tax map R-47 shows, the brook flowing through Blake Pond exits Blake Pond on my land and keeps the marsh vegetation clear there. My husband and I bought tax map R-47, lot 1, from a developer, Consolidated Investment, in order to protect Blake Pond. (Merrimack County Registry of Deeds Book 1047, Page 372.)

The Blake Pond lot will probably never be developed because it is mostly marsh land and has very little potentially buildable area.

Basis of the town's best interest:

The planning board and the conservation commission should use the master plan, the land's expected use, and the financial impact to the town in making the board's or commission's recommendation.

Discussion of why selling the Blake Pond lot to me is in the town's best interest:

Town-wide surveys that the master plan committee has conducted in the past have consistently shown that the townspeople want to preserve the town's rural character. Selling the Blake Pond lot to me would help to keep the Tan Road neighborhood rural and would, in fact, have no impact on the neighborhood at all because I plan to keep this lot in its current, undeveloped state if the town sells the lot to me. Developing the lot would be difficult in any case because the lot is mostly marsh land and has very little potentially buildable area. Furthermore, the Pritchard family has a 49-year history as a large landowner in Pittsfield without having developed any of their land, excepting to build a small cabin deep in the woods, or having posted any of their land. The Pritchard family is likely to be a stable owner because members of the family are heavily invested in the town. I have owned more than 100 acres since 1967; my daughter, Elaine Mahood, owns more than 100 acres; and my son, Jim Pritchard, is an elected town official.

In respect to public use of the Blake Pond lot and any possible change of use, the planning board and the conservation commission should consider the following facts:

1. The town itself blocked the only access path into the Blake Pond lot many years ago.
2. The path that the town blocked crossed Pritchard land en route to Blake Pond.

3. Between the dry part of the Blake Pond lot and the open water of Blake Pond lies a marsh with dense vegetation that greatly impedes access to the open water.
4. The Pritchards own a nearby and far better access to the open water of Blake Pond, and they have never posted this land since they bought it in 1969.
5. The Pritchards bought their access to Blake Pond from a developer, Consolidated Investment, for the purpose of protecting Blake Pond.

Selling the Blake Pond lot to me will benefit the town in the sale money that the town will collect and in the tax money that the town will collect after the sale. Selling the Blake Pond lot will not draw town services because I plan to keep the lot undeveloped.

Not selling the Blake Pond lot to me will likely harm the town because the town will have to return, at tax payer expense, the auctioneer's \$1,500 commission that I paid to the auctioneer. The return of the auctioneer's commission will likely be at taxpayer expense because the auctioneer has no fault in the town's failure to process the sales of this property properly.

Because of all of the following considerations—the fact that the I plan to preserve the current condition and use of the Blake Pond lot, the money that the town will make from the sale of the lot, the taxes that the town will collect following the sale, and the money that taxpayers will have to pay if the town does not sell the lot—selling the Blake Pond lot to me would be in the town's best interest.

Thank you,



Mary H. Pritchard

Enclosures:

1. Purchase and sale agreement to sell tax map R-44, lots 7 and 8, to Mary H. Pritchard, trustee, Mary H. Pritchard Trust, for \$15,000 plus a \$1,500 auctioneer's commission.
2. The town's deed to tax map R-48, lot 6, (the pest house lot) and to tax map R-44, lots 7 and 8, (the Blake Pond lot) from Harlan Hillard to the Town of Pittsfield.
3. Merrimack County Registry of Deeds Book 339, Page 120, conveying tax map R-48, lot 6, (the pest house lot) and to tax map R-44, lots 7 and 8, (the Blake Pond lot) from Harlan Hillard to the Town of Pittsfield.
4. Tax map R-44 with original town layout lots 103 and 104 overlaid on the map.
5. Layout record of Tan Road in 1834.
6. Tax map R-47.
7. Merrimack County Registry of Deeds Book 1047, Page 370, conveying tax map R-47, lot 1, from Fisher to Pritchard.
8. Merrimack County Registry of Deeds Book 1047, Page 372, conveying tax map R-47, lot 1, from Consolidated Investment to Pritchard.

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 5th day of January, 2016 by and between the Town of Pittsfield, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 85 Main Street, PO Box 98, Pittsfield, New Hampshire 03263, (hereinafter referred to as the "SELLER"), and the BUYER

Mary H. Pritchard, trustee, Mary H. Pritchard Trust having an address of 52 Needham St., P.O. Box 17, Norfolk, MA 02056

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Pittsfield, New Hampshire, known as:

Map: R44 Lots 7&8: Location: Tan Road

PRICE: The SELLING PRICE is \$ 15,000.00.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, is in the sum of \$ —.

The BALANCE of the SELLING PRICE shall be payable at closing, and tendered in cash or certified check in the amount of \$ 15,000.00.

BUYER'S PREMIUM DUE: The SELLING PRICE does not include the BUYER'S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ ^{\$15,000.00} 15,000.00 at 10% equals BUYER'S PREMIUM \$ 1,500.00.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, of the property.

POSSESSION AND TITLE: The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for

the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property.

**TOWN OF PITTSFIELD, NH
AGREEMENT AND DEPOSIT RECEIPT (Cont'd)**

TRANSFER OF TITLE: Shall be given on or before thirty (30) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Pittsfield Town Hall, 85 Main Street, Pittsfield. Time is of the essence.

TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ACKNOWLEDGES AND AGREES: That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties are merged in this AGREEMENT, which alone fully and completely expresses their respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT. This AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

ADDITIONAL PROVISIONS:

no further litigation

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

TOWN OF PITTSFIELD

By: Em Ripke

Its:
Duly Authorized

Date: Jan, 5, 2016

Witness: Cara M. Martin

BUYER

By: James A. Pitchard

Its:
Duly Authorized

Date: January 5, 2016

Witness: Cara M. Martin



Know all Men by these Presents,

R-44-7-8
7-48-6

That we I Harlan L. Hillard of Pittsfield in the County
of Merrimack and State of New Hampshire

for and in consideration of the sum of Two hundred dollars
to me in hand before the delivery hereof well and truly paid by the Town of Pittsfield
in the County and State aforesaid

the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant,
bargain, sell, alien, enfeoff, convey and confirm unto the said Town of Pittsfield
heirs and assigns forever

two certain tracts or parcels of land situated in Pittsfield
bounded and described as follows; to wit; Lying on both
sides of the highway leading from the distilling
house of Peter Langerwin to Peaslee's corner (so called)
in said Pittsfield. One acre of land, more or less, with
the buildings thereon, bounded southerly by said
highway, westerly and northerly by land of Francis
Peaslee and easterly by land of Reuben T. Leavitt.
The other tract or parcel of land containing twelve
acres, more or less; bounded northerly by said
highway, westerly by land of David M. Philbrick;
southerly by land of said Peter Langerwin and is
of triangular shape, being the same premises
conveyed to the grantor by Alice M. Holden and
Charles H. Holden by their deed dated the twenty
third day of April, A.D. 1894, and recorded in
Merrimack County records Vol. 309, page 449.

To have and to hold the said granted premises, with all the privileges, and appurtenances to the same belonging to
the said Town of Pittsfield
and heirs and assigns, to it and their only proper use and benefit forever. And I the said
Harlan L. Hillard and my heirs, executors and administrators
do hereby covenant, grant and agree, to and with the said Town of Pittsfield
and heirs and assigns that until the delivery hereof I am the lawful owner of
the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power
and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and
every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and
will WARRANT and DEFEND the same to the said Town of Pittsfield
and its heirs and assigns, against the lawful claims and demands of
any person or persons whomsoever.

And I, Abbie M. Hillard wife of the said Harlan L. Hillard in
consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

And we and each of us do hereby release all rights of HOMESTEAD, secured to us, or either of us, by Chapter 138 of the
Public Statutes of New Hampshire, or any other statute of said State.

In witness whereof we have hereunto set our hand and seal this Twenty Third day of
August in the year of our Lord 1900
Signed, sealed and delivered in presence of us:

Frank S. Jenkins
F. O. George

Harlan L. Hillard
Abbie M. Hillard

State of New Hampshire, Merrimack ss. August 23 A. D. 1900
Personally appeared the above named Harlan L. Hillard and Abbie M. Hillard
and acknowledged the foregoing instrument to be their voluntary act and deed—Before me:

Frank S. Jenkins Justice of the Peace.

Know all Men by these Presents:

That I Harlan L. Hilliard of Pittsfield in the County of Merrimack and State of New Hampshire,

for and in consideration of the sum of Two hundred dollars to me in hand, before the delivery hereof, well and truly paid by The Town of Pittsfield in the county and state aforesaid

the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm, unto the said Town of Pittsfield

heirs and assigns forever.

two certain tracts or parcels of lands situated in said Pittsfield bounded and described as follows, to wit: Lying on both sides of the highway leading from the dwelling house of Peter Langervin to Peaslee's corner (so called) in said Pittsfield. One acre of land, more or less, with the buildings thereon, bounded southerly by said highway, westerly and northerly by land of Francis Peaslee and easterly by land of Reuben T. Travitt.

The other tract or parcel of land containing twelve acres, more or less, bounded northerly by said highway, westerly by land of David M. Philbrick; southerly by land of said Peter Langervin and is of triangular shape; being the same premises conveyed to the grantor by Alice M. Holden and Charles H. Holden by their deed dated the twenty third day of April A.D. 1894, and recorded in Merrimack County Records Vol. 309, page 449.

To have and to hold the said granted premises; with all the privileges and appurtenances to the same belonging, to the said Town of Pittsfield

and heirs and assigns to it and their only proper use and benefit forever. And I the said Harlan L. Hilliard and my heirs, executors and administrators, do hereby covenant,

grant and agree, to and with the said Town of Pittsfield and heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever,

and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said Town of Pittsfield

and its heirs and assigns, against the lawful claims and demands of any person or persons whomsoever. And I, Abbie M. Hilliard wife of the said Harlan L. Hilliard

in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

And we and each of us do hereby release all rights of Homestead secured to us, or either of us, by Chapter 138 of the Public Statutes of New Hampshire, or any other statute of said State.

In Witness Whereof, we have hereunto set our hands and seal, this twenty third day of August in the year of our Lord 1900.

Signed, sealed and delivered in presence of us:

Frank S. Jenkins
F. O. George

Harlan L. Hilliard (L.S.)
Abbie M. Hilliard (L.S.)

State of New Hampshire, Merrimack, ss. August 23, A.D. 1900.

Personally appeared the above named Harlan L. Hilliard and Abbie M. Hilliard

acknowledged the foregoing instrument to be their voluntary act and deed.—Before me,

Dated the day of

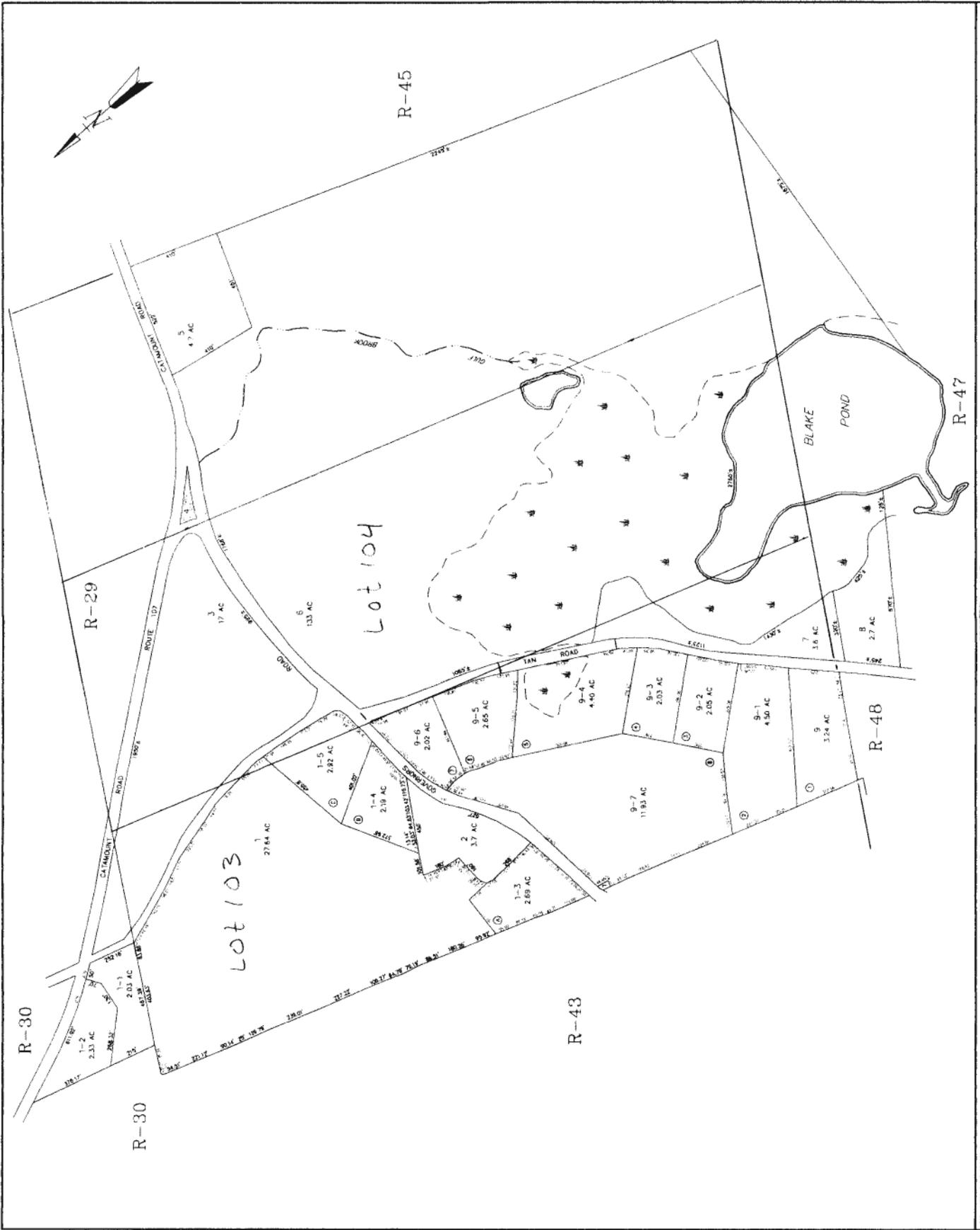
Received Aug. 28 - 3 - 47 P.M. 1900

Frank S. Jenkins JUSTICE OF THE PEACE.

Recorded and examined:

Attest, Samuel N. Brown REGISTER.

50¢ revenue stamp affixed & cancelled.



Map scale:

1.68 cm

400 ft

From

Furber

line to

Gov's Rd:

4.158 cm

2.2176 cm

2.523504

cm

FOR ASSUMED PURPOSES ONLY
 NOT FOR PROSPECTIVE OWNERS
 PREPARED BY PHOTOGRAMMETRIC METHODS BY
 CARTEOGRAPHIC ASSOCIATES
 11 PLEASANT STREET, LITTLETON, NEW HAMPSHIRE 03361
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PROPERTY MAP
PITTSFIELD
 NEW HAMPSHIRE

LEGEND
 ADJACENT SHEET NO. 12
 HOUSE NUMBER
 COMMON OWNERSHIP
 DEVELOPMENT LOT NO.
 SCALED DIMENSION

SCALE IN FEET
 0 200 400

R-44

TAN ROAD, CONTINUED, PAGE 2

Volume III – Page 467 – 1834

Return of a New Road laid out from Jacob Peaslee's house on the Road to Olney Thompson's house.

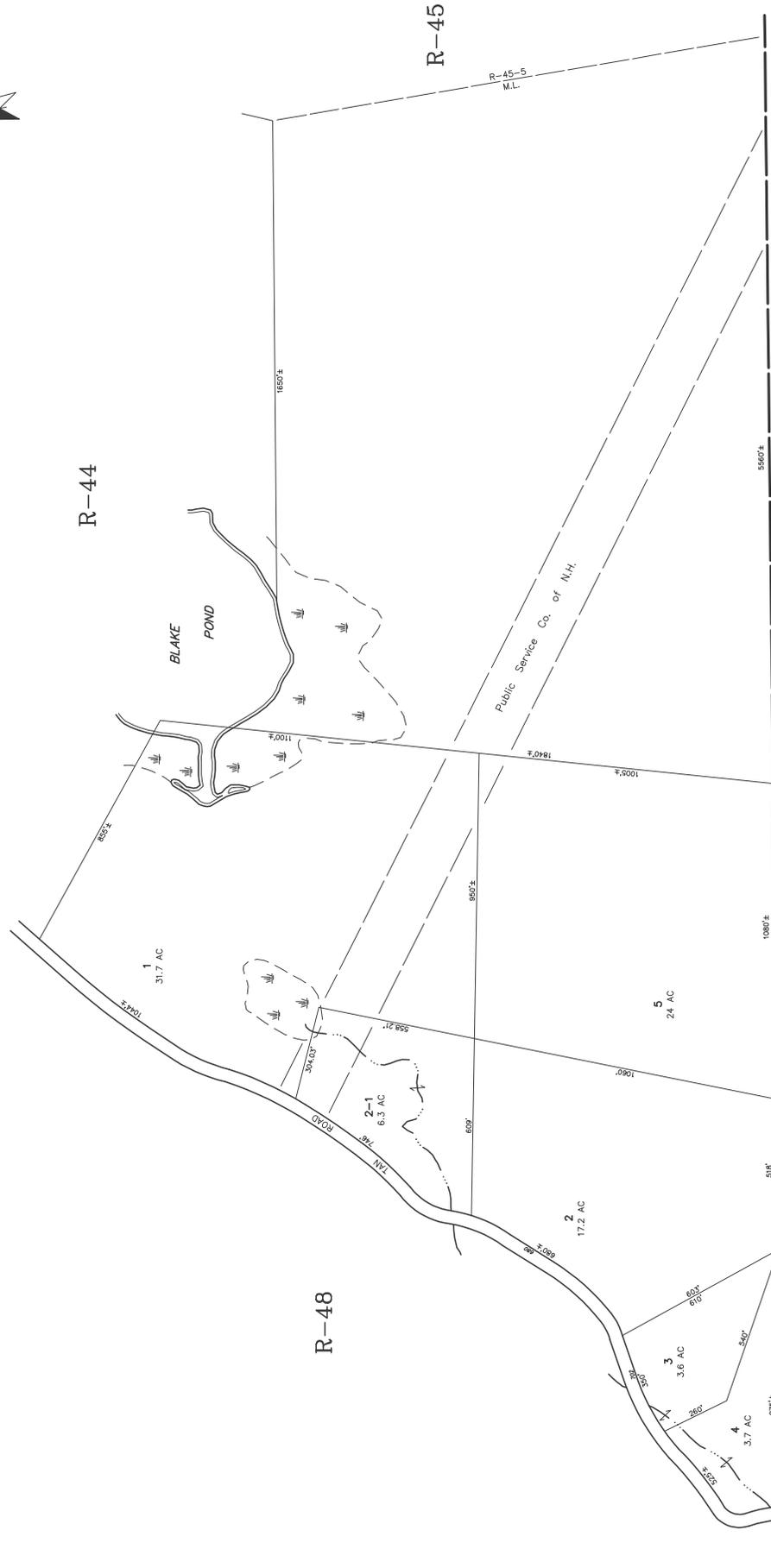
Beginning near foot of a hill about one half mile from Jacob Peaslee's and running North 61 ½ degrees East – 58 rods on land of Daniel and David Philbrick to a stake in the fence Thence North 63 degrees East – 60 rods to a stake and stones; thence North 45 degrees East – 32 rods to land of Samuel Batchelder, being 92 rods on land of Thomas Furber: Thence North 39 degrees East on said Batchelder's land 37 rods and seven links to the Old Road. Said New Road to be 3 rods wide and compass points are considered as being in the center of the road.

Damages awarded:

Thomas Furber \$212.00

Daniel + David Philbrick \$56.00

(Explanatory Note: Peaslee's Corner to Pittsfield-Northwood State Road. Sometimes called the Tan Road on account of the Peaslee Tannery located there on near Bear Brook)



EPSOM

FOR ASSESSMENT PURPOSES ONLY
 NOT FOR PROPERTY CONCERNES
 PREPARED BY PHOTOGRAMMETRIC METHODS BY
 JAMES W. DONNELL & ASSOCIATES
 1977

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PROPERTY MAP
PITTSFIELD
 NEW HAMPSHIRE

LEGEND
 ADJACENT SHEET NO. 12
 HOUSE NUMBER 74
 COMMON OWNERSHIP 108
 DEVELOPMENT LOT NO. 3
 SCALED DIMENSION ±



R-47

R-45

R-44

R-48

R-45-5
M.L.

QUITCLAIM DEED

Milton W. Fisher and Altha D. Fisher, husband and wife,
 both of Independence, County of Jackson, State of Missouri, for
 consideration paid, granted to James L. Pritchard and Mary H.
 Pritchard, 52 Needham Street, Norfolk, County of Bristol, Common-
 wealth of Massachusetts, husband and wife as joint tenants with
 rights of survivorship and not as tenants in common, with QUIT-
 CLAIM COVENANTS, the following described premises:

A certain tract of land situate on Tan Road, so-called,
 in Pittsfield, County of Merrimack and State of New Hampshire,
 bounded and described as follows: BEGINNING at a point on Tan
 Road, so-called, at a point where a stone wall is the boundary
 line between said land and lot of land owned now or formerly by
 the Town of Pittsfield, and running Easterly to Blake Pond and
 to a maple tree to land formerly owned by Thomas Raymond; then
 East by land of said Raymond to land now or formerly of Edwin C.
 Emerson; thence Southerly by land of said Edwin C. Emerson to
 land formerly owned by Samuel Brown; thence Westerly by land of
 said Brown and land formerly owned by Walter B. Drake to the said
 Tan Road; thence Northerly by said road to point of beginning;
 same containing thirty-five and one-half (35 1/2) acres, more or
 less, and being a part of Lot #115 in Range 6 South of the Sun-
 cook River, and formerly owned by David M. Philbrick.

Meaning and intending hereby to convey any interest we
 may have in the same premises conveyed to the grantors by deed of
 George B. Green dated May 24, 1968, recorded in Merrimack County
 Registry of Deeds, Book 1034, Page 344.

Excepting and reserving any and all easements with
 respect to the premises herein described, same having been granted
 by predecessors in title for purposes of extending various utility
 lines across said premises.

We, and each of us, being husband and wife, release to said
 grantees all rights of dower, curtesy, homestead, and other
 interests therein.

Consideration for this deed is less than \$100.00.
 WITNESS our hands and seals this 11th day of March, 1969.

Samuel D. Amies

Milton W. Fisher
 Milton W. Fisher

as to both

Altha D. Fisher
 Altha D. Fisher

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BK1047

State of Missouri
Jackson, ss.

March 11, 1969

Personally appeared Milton W. Fisher and Altha D. Fisher
and acknowledged the foregoing instrument to be their voluntary
act and deed.

Before me,

MCRD

Walter D. Amico
Notary Public

Commission Expires April 20, 1971

Received and recorded Mar. 18, 11-15 A.M. 1969

Kathleen M. Roy, Register

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Know All Men By These Presents

Inc.
THAT Consolidated Investment Corp., a corporation duly established
by law and having its office and principal place of business at Lee,
County of Strafford and State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration
to it in hand before the delivery hereof, well and truly paid by James L. Pritchard
and Mary H. Pritchard of Norfolk, County of Bristol and Commonwealth
of Massachusetts,
the receipt whereof it do es hereby acknowledge, have granted, bargained and sold and by
these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said
James L. Pritchard and Mary H. Pritchard as joint tenants, and
not as tenants in common, to them and their assigns, and to the survivors of them, and to the
heirs and assigns of such survivor forever,

A certain tract of land situate on Tan Road, so-called, in
Pittsfield, County of Merrimack and State of New Hampshire, bounded
and described as follows:

Beginning at a point on Tan Road, so-called, at a point where
a stone wall is the boundary line between said land and lot of land
owned now or formerly by the Town of Pittsfield, and running Easterly
to Blake Pond and to a maple tree to land formerly owned by Thomas
Raymond; then East by land of said Raymond to land now or formerly of
Edwin C. Emerson; thence Southerly by land of said Edwin C. Emerson
to land formerly owned by Samuel Brown; thence Westerly by land of
said Brown and land formerly owned by Walter B. Drake to the said
Tan Road; thence Northerly by said road to point of beginning; same
containing thirty-five and one-half (35 1/2) acres, more or less,
and being a part of Lot #115 in Range 6 South of the Suncook River;
and formerly owned by David M. Philbrick.

Meaning and intending to describe and convey the same premises
as conveyed to the grantor herein by deed of Milton W. Fisher and
Altha D. Fisher, by their attorney, James A. Stroud, dated in Sept-
December of 1968.

Reference is also made to deed of George B. Greene to Milton
W. Fisher and Altha D. Fisher, dated May 24, 1968 and recorded in
Book 1034, Page 344.



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BK1047

To Have and to Hold the said granted premises, with all the privileges and appurtenances to the same belonging, to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them, and to the heirs and assigns of such survivor, to their and their only proper use and benefit forever. And it the said grantor and its successors and administrators do hereby covenant, grant and agree, to and with the said Grantees as joint tenants, with them and their assigns, and with the survivors of them and the heirs and assigns of such survivor, that until the delivery hereof it is the lawful owner of the said premises, and is seized and possessed thereof in its own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, ~~except~~ and that it and its successors and assigns, heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them and to the heirs and assigns of such survivor, against the lawful claims and demands of any person or persons whomsoever.

And I, ~~wife~~ of the said ~~in consideration aforesaid, do hereby relinquish~~ ~~my right of dower~~ ~~in the beforementioned premises.~~

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved, or secured to us, or either of us, by Chapter 480 of the New Hampshire Revised Statutes Annotated, 1955, as amended, or by any other statutes of said State.

In Witness Whereof, It has hereunto set its hand and seal this 18th day of March A. D. 19 69.
Signed, sealed and delivered in the presence of us:

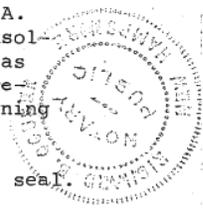
Richard B. Couser

Consolidated Investment Corp. Inc.
By James A. Stroud
James A. Stroud
Its President



State of New Hampshire
County of Merrimack

On this the 18th day of March, 1969, before me, Richard B. Couser, the undersigned officer, personally appeared James A. Stroud, who acknowledged himself to be the President of Consolidated Investment Corp., Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.



In witness whereof I hereunto set my hand and official seal

Richard B. Couser
Richard B. Couser
Notary Public
My Commission expires April 12, 1972

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PAGE
3

CERTIFIED EXTRACT OF MINUTES

I, the undersigned, being the Clerk of Consolidated Investment Corp., Inc., a corporation duly established by law and having its office and principal place of business at Lee, County of Strafford and State of New Hampshire, hereby certify that the following is a true copy of certain resolutions adopted by the Directors of said Corporation, in accordance with the By-Laws, and recorded in the Minutes of the Board of Directors Meeting of Consolidated Investment Corp., Inc., duly held at Route #125, Lee, New Hampshire on March 17, 1969 at 3:00 P.M.

Those present were: James A. Stroud, C. Virgil Stroud, and Thomas F. Soulnier, being all the Directors of the Corporation; said C. Virgil Stroud being the Clerk thereof.

"VOTED" That the Corporation sell the real estate located in the town of Pittsfield, County of Merrimack, State of New Hampshire, being the same premises as conveyed to the Consolidated Investment Corporation by deed of James A. Stroud by virtue of his Power of Attorney for Milton W. Fisher and Althea D. Fisher, said deed duly recorded in the Merrimack County Registry of Deeds. The said Property is also described in deed from George B. Green and Evelyn I. Green to Milton W. and Althea D. Fisher, recorded in Merrimack Registry of Deeds, Book 1034, Page 344.

"VOTED" That the President, James A. Stroud, be, and he hereby is, authorized to execute a Warranty Deed from the Corporation to James L. Pritchard and Mary H. Pritchard of the real estate located in the town of Pittsfield, County of Merrimack, State of New Hampshire.

I further certify that the foregoing resolutions have remained in full force and effect since their adoption, and have not been altered, amended, modified or rescinded, and that James A. Stroud at the time of the preparation of these resolutions, and at the present time, is the duly elected President of Consolidated investment Corp., Inc.

Dated this 17th day of March, 1969.



CONSOLIDATED INVESTMENT CORP., INC.

C. Virgil Stroud
By C. Virgil Stroud
Clerk

LAW OFFICES
MICHAEL AND WALLACE
ROCHESTER, N. H.

Received and recorded
Mar. 18, 11-15 A.M. 1969

374

14.80

Kathleen M. Roy, Register



TOWN OF PITTSFIELD
Planning Board
Town Hall
85 Main Street
Pittsfield, New Hampshire 03263

May 16, 2016

Pittsfield Board of Selectmen
Town Hall
85 Main Street
Pittsfield, NH 03263

RE: Planning board recommendation to the board of selectmen regarding the sale of property at tax map R-48, lot 6 and tax map R-44, lots 7 and 8 pursuant to RSA 41:14-a.

Dear board of selectmen:

Pursuant to RSA 41:14-a, I, the planning board reviewed the board of selectmen's proposed sales of tax map R-48, lot 6, (the pest house lot) and tax map R-44, lots 7 and 8 (the Blake Pond lot) on March 3, 2016.

For the pest house lot, the planning board recommends that the board of selectmen should sell this lot only to an abutter so that any construction associated with the lot will force the merger of the lot with abutting property. (Zoning ordinance article 4, section 2.) In developing this recommendation, the planning board considered the following factors:

1. The area of the pest house lot: approximately 1 acre or less.
2. The depth of the pest house lot: approximately 115 feet from the Tan Road right-of-way line.
3. The fact that the pest house lot's area would be nonconforming to the zoning ordinance even if the lot were in the Suburban District. The lot is in the Rural District.
4. The adjacent Hertel development on Tan Road: The planning board approved this subdivision on condition of 100-foot minimum setbacks from both Tan Road and Governor's Road. (Merrimack County Registry of Deeds plan 16737.) The purpose of these 100-foot minimum street setbacks is to protect the rural character of the Tan Road neighborhood.
5. The master plan and its finding that the townspeople value rural character.
6. The master plan and its recommendation that the population density in the rural areas of town should be sparse.
7. The zoning ordinance and its requirement that nonconforming lots should be merged with abutting property under common ownership. (Zoning ordinance article 4, section 2.)

The planning board found that, because of the pest house lot's small area and shallow depth, any development of the pest house lot would necessarily conflict with the rural development plan that the planning board established by imposing development conditions on

Planning Board Members:

Clayton Wood (Chairman)

Pat Heffernan (Vice-Chairman)

www.pittsfield-nh.com/pb

Jim Pritchard (Secretary)

Daren Nielson

Roland Carter (Alternate)

Paul Nickerson (Alternate)

Gerard LeDuc (Selectman Ex Officio)

Larry Konopka (Alternate for Selectman Ex Officio)

the Hertel subdivision. The planning board concluded that such conflicting development would likely degrade the rural character of the Hertel development, that such conflicting development would likely diminish the values of properties in the Hertel development, and that to permit such conflicting development by selling the pest house lot to anyone other than an abutter would betray the Hertel property owners' reasonable expectation that the town would stand behind the rural development plan that the planning board established by imposing development conditions on the Hertel subdivision.

For the Blake Pond lot, the planning board also recommends that the board of selectmen should sell this lot only to an abutter so that any construction associated with the lot will force the merger of the lot with abutting property. (Zoning ordinance article 4, section 2.) In developing this recommendation, the planning board considered the following information or factors:

1. Mary Pritchard's proposal to buy the Blake Pond lot. Mary Pritchard's proposal stated four major reasons for why the town should sell the Blake Pond lot to her:
 - a. The Pritchards have no plans to change the lot's use.
 - b. The Pritchards have never posted their land and have no plans to post the Blake Pond lot if the Pritchards should succeed in buying it.
 - c. The town will generate current use tax income from the sale.
 - d. The Pritchards' 49-year history as landowners in Pittsfield shows that Pritchards will be a more stable owner than the town would likely be going forward.Mary Pritchard's proposal is attached to the planning board's minutes of March 3, 2016.
2. The fact that the Blake Pond lot is conforming under the zoning ordinance but that a very large fraction of this lot is swamp and that the rest of the lot is probably too small in dry land to be buildable. This lot has never had a building on it.

Sincerely,



Clayton Wood
chair
Pittsfield Planning Board

Planning Board Members:
Clayton Wood (Chairman)
Daren Nielson
Gerard LeDuc (Selectman Ex Officio)

Pat Heffernan (Vice-Chairman)
Roland Carter (Alternate)
Larry Konopka (Alternate for Selectman Ex Officio)

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