



# Warner Board of Selectmen

**Meeting Minutes**  
**Tuesday, August 1, 2017**  
**APPROVED**

Chairman Dabuliewicz opened the meeting at 10:00 am

Attendance: Selectman John Dabuliewicz – Chairman, Selectman Clyde Carson, Selectman Kimberley Edelman and Town Administrator – Jim Bingham

Others present: Martha Mical, John Leavitt, Judy Newman-Rogers, Nate & Danielle Burrington

## **1. Odd Fellows Building – Transfer Ownership**

A. The Selectmen transferred the ownership of the Odd Fellows Building to Nate Burrington. Nate has supplied a certificate of insurance.

## **Board Action**

Selectman Edelman moved to approve the purchase and sales agreement (attached at the end of the minutes). Selectman Carson seconded the motion, motion passed 3-0.

Chairman Dabuliewicz moved to execute the Quit Claim Deed (attached at the end of the minutes). Selectman Carson seconded the motion, motion passed 3-0.

## **2. Manifest**

Selectman Carson moved to authorize the Selectmen to sign manifests and order the Treasurer to sign Payroll check numbers 4871-4887 in the amount of \$33,303.20 (including 23 direct deposits) and Accounts Payable check numbers 53952-54034 in the amount of \$1,139,775.60 (Includes a check to KRSD in the amount of \$692,180.85). Selectman Edelman seconded the motion, motion passed 3-0.

## **3. Consent Agenda**

Selectman Carson moved to approve the Consent Agenda for **August 1, 2017**:

1. Veteran's Exemptions for Map 11 Lot 11 and Map 14 Lot 5-7
2. Memorandum to the Treasurer to transfer funds to Capital Reserve
3. Sign Permit for 115 Kearsarge Mt. Rd.
4. Agreement for change of address for Circle K
5. USS Kearsarge Proclamation

Chairman Dabuliewicz seconded the motion, motion passes 3-0.

## **4. Recess**

Chairman Dabuliewicz recessed the meeting at 10:15 am to re-convene at 6:00 pm.

## **5. Re-convene**

Chairman Dabuliewicz opened the meeting at 6:05 pm

Attendance: Selectman John Dabuliewicz – Chairman, Selectman Clyde Carson, Selectman Kimberley Edelman and Town Administrator – Jim Bingham

Others present: David Hartman, Martha Mical, John Leavitt, Ed Mical, Ken Cogswell, Anthony Mento, Rebecca Courser, Judy Newman-Rogers, Barbara Annis

## **6. Terms of Agreement – Odd Fellows Building**

- A. The Selectmen sold the Odd Fellows Building earlier this morning to Nate Burrington. Nate paid \$10.00 for the building and if Nate sells the building he will owe the town \$80,000. The town also has a copy of Nate's \$2million liability insurance. Clyde explained for his last 9 years the Board has been trying to save the building. The Board tried multiple times to sell the building but each time something didn't happen. Clyde said the Board now has a local contractor willing to take the building on and put his sweat equity into it.
- B. Kimberley said the selling price may surprise some, but, what the Board has done is avoided demolition costs. The Board worked with Nate so that he can invest funds into restoring the building, Kimberley feels it's a good deal that works for Warner and for Nate and she is happy with it.
- C. Public Comments:  
David Hartman: You sold the building for \$10, and if Nate sells the building the town will receive \$80K from Nate? John confirmed and said yes. David feels this is a step in the right direction.

Martha Mical: Since the deed has been signed, the only 3 articles, 5,6 & 9 will survive after the deed has been signed, which is the \$80K provision, a provision that says your not going to do a commission, and a provision for the insurance. John said that's important, otherwise, once the deed is signed and Nate records it, we have nothing left to say without that, but, Nate voluntarily agreed to it.

John Leavitt: I think it's a great deal for the town, I commend the Selectmen. However, you say the building has been saved, that building has a long way to go before it's going to be saved. To say the building has been saved is misleading the public. Jim said the building has been saved from eminent destruction.

Ed Mical: With the sale of the building the Board may want to inform the various departments that the town no longer owns it. John said Nate will be placing a fence around the building this coming weekend to make it clear the property is off limits. Ed asked if the parking area is included with the building. John said yes.

Ken Cogswell: Could you clarify the time line? John said when the Board was negotiating originally, the reason the Board wanted the reversionary clause was to have some leverage to guarantee the schedule on the last page of the agreement would be met, and the town would be able to take action if it wasn't. In the agreement Nate will do his best to take those steps. Ken asked if there is any reservation if he doesn't make that. John said no, the town has no leverage. Clyde said the good news and bad news is the town doesn't have any interest in the property at this point. Kimberley said the good news is the intent of the contract is the building will not be coming back to the town.

David Hartman: I urge a strong outreach to the Preservation Alliance that has targeted the building as one of the seven to save, and I think there should be a large article in a newspaper of general distribution. Kimberley said Intertown Record is already aware of the sale and will be working on an article.

Anthony Mento: I applaud the Selectmen for working towards some solution that will keep the building and found an individual that is willing to preserve the building the best they can. I would be cautious going through the process of the Preservation Alliance, there are a lot of stipulations that will be placed on the owner. Being a past member of the Odd Fellows Building Committee I thank everyone who worked on the project.

Jim Bingham: I would like to acknowledge Allan Brown's role in this, for the longest time the building sat quite and Allan moved forward to get the lot line adjustments done and land from the school to make the building more marketable.

Anthony Mento: There are original plans of the floors, will that information be passed on to the new owner? Jim said we can look into that. Rebecca Courser suggested that copies only be provided to the new owner not the originals.

Rebecca Courser: Jim McLaughlin spent years on this building. Clyde added the town needs to recognize the role of the Odd Fellows Building Committee, they worked over the years very actively trying to find a solution to the building. John said the Board applauds the efforts of everyone who has contributed to this.

Martha Mical: The school has put a building on Nate's land. Jim said he will be contacting the school.

## **7. Letter from Attorney Hayes (Warner Holdings)**

- A. John said a letter from Attorney Hayes representing Warner Holdings concerning the land clearing at the Dragonfly site has been submitted to the Board asking the Board to send a cease & desist letter to Dragonfly. John said Clyde requested this on the agenda. Clyde said yes, and said he also requested someone from the Planning Board. John said Barbara Annis is from the Planning Board and is in the audience.
- B. John explained the town received a letter from Attorney Hayes requesting the town issue a cease & desist order to the Dragonfly owner saying that on behalf of our clients we're requesting the town issue a notice of violation and cease and desist order to Dragonfly to prevent further changes to lot 33 until the Planning Board issues its decision on whether to grant final approval. John said the words final approval do not appear anywhere in the town's sub-division regulations. The words "approval" do, and at the meeting where the Planning Board approved this, that is exactly what the Planning Board did, approved with conditions. John said there will be further discussion at the Planning Board meeting scheduled for August 7 meeting with regard to whether the conditions have been met.
- C. Clyde asked if the title for the property has changed hands at this point in time. Martha Mical said it changed hands prior to the Board receiving the intent to cut, she and no trees were cut without the intent to cut. Clyde said his question is, and if we had somebody from the Planning Board here to respond to it, I would ask, are there things that aren't allowed to take place on that site that we need to be aware of and if they took place would we issue a cease & desist. John said until they have the signed site-plan approval, which would signify the pre-conditions are met, Dragonfly shouldn't do the major construction, and they don't intend to do that, all they have done is clear the trees and stumps. Clyde said but we don't know that they don't intend to do that. John said according to Dragonfly's attorney they don't intend to do that.
- D. Clyde said there is still a court case pending. John clarified the court had a preliminary hearing on the Zoning Board of Adjustment decision to issue a special exception, they (Warner Holdings) only recently filed an appeal of the Planning Board's decision which they asked for a preliminary injunction for the same thing that they're asking the town to issue the cease & desist on. So now it's in the court, which John feels the town shouldn't do anything with the letter other than saying the Board is denying it.
- E. Martha Mical said Dragonfly will be doing something with drainage on the property which was a requirement from the Planning Board. Clyde asked if that work needs a permit. John said no, and read further from the letter supplied by Dragonfly's attorney: *For you information now that Dragonfly has removed the trees and will be removing the stumps and constructing a drainage ditch along the southeastern side of the property, improve swails along Warner Road and silt fences adjacent to the property of Warner Holdings, the complainant. Collectively these steps constitutes the storm water pollution prevention plan required by the Environmental Protection Agency permit which Dragonfly has obtained.*

## **Board Action**

Chairman Dabuliewicz made a motion to deny the cease & desist request. Selectman Edlemann seconded the motion. Chairman Dabuliewicz called for a vote. Dabuliewicz – yes, Edlemann – yes, Carson – no. Clyde doesn't feel there is enough information and he thinks there is too much stuff in play, and denying the request is premature. Martha Mical asked if there is a time frame on responding to the attorney. John said no, the letter says *until the Planning Board issues it's decision on whether to grant final approval*, again, John said, there is no such thing as final approval in the town's regulations. The Planning Board approved the Dragonfly Site-plan as long as they comply with the conditions. Clyde asked why would the Board want to vote to deny that before we know all this other information? John said because there is no grounds for what is being asked of the Board. Dragonfly hasn't done anything they shouldn't do and there is no violation to issue a cease & desist on. Clyde said but in the future we may want to do that. John said then the attorney's will need to address it at that point.

## **8. Fiber Optics**

- A. Jim explained 3 buildings have been scheduled for installation on August 8, he has asked TDS to resolve issues at the Town Hall. IT support will be available as well.

## **9. Heating Fuel Bids**

- A. Jim explained that the towns of Bradford, Sutton and Warner are bidding together for propane and #2 heating oil. Warner did not participate in the propane bid because Warner receives an excellent price. But, Warner was included in on the heating oil. Bids are as follows:
- Ayer & Goss                    \$1.999
  - HR Clough                        \$1.979
  - Huckleberry                      \$1.927
  - Irving                                \$2.007
- B. Jim is recommending the Board choose Huckleberry. Kimberley asked if the town has been happy with the services Huckleberry supplies and Jim answered yes. Clyde said if he knew this was on the agenda he would have done some reading ahead of time. Jim said the reason it's on the agenda is because there is a deadline for these prices which is August 4.

## **Board Action**

Selectman Edelmann moved to continue the town's relationship with Huckleberry purchasing heating oil for \$1.927 per gallon. Selectman Carson seconded the motion with objection. Motion passed 3-0.

## **10. Request to Name a Hill**

- A. The Selectman's office received a request that was submitted to U.S. Board on Geographic Names (USGS) to name a hill in Warner Chapin Hill. Kimberley asked if there is any chance someone else would want a different name for the hill. Clyde would like some feedback from the Historical Society. Jim will send the information on to the Historical Society.

## **11. Public Comments**

- A. Schoolhouse Lane: Rebecca Courser asked the Board if they have figured out the Schoolhouse Lane situation. John said it is still a work in progress.
- B. Anthony Mento wanted to talk about the signage that was approved for the Liquor Store. John said the signage was not approved, in the Zoning Ordinance the state is not required to abide by the ordinance. Anthony thought it would be the developer of the property who would be required to obtain a Sign Permit. John said the state has statutory priority even in leased cases. Anthony said it's about 900% larger than the town's regulations, and it's internally illuminated. It ignores the town's regulations at every level and it's very disturbing. John said it was disturbing to the Planning Board as well and the Board said so. Anthony said he wanted be on notice as a public member that cares mightily about the general appearance of our commercial zone. Anthony said he is supportive of growth, he wants to see smart growth, a pleasant commercial zone that doesn't look like everyone else. It will be very challenging for the town to defend against that in the future. Anthony said he has mentioned in the past to the Planning Board there are other communities that have chosen to have a sub-committee of the Planing Board that would provide design review, he would like to reiterate the thought of creating such a sub-committee.
- C. Barbara Annis said sign permits in general are approved by the Selectmen. Only in the site-plan stage does the Planning Board have any input. Barbara noted there are many temporary signs she is sure does not have a Sign Permit. Barbara is an advocate for the Planning Board to approve the Sign Permits rather than the Selectmen.
- D. Kimberley said if the town had a sub-committee as Anthony discussed it would be a resource for the Selectmen as well.
- E. Judy Newman-Rogers said at the last Selectman's meeting the Selectmen were presented with a memo to transfer funds into capital reserves and then there was a discussion about the RSA and how it was worded. She said there was an email involved the next day with a question that she asked that she never really was answered about was the surplus money was moved in March. Judy said she followed up at the Secretary of States office, she talked with Dave Scannlon who directed her to speak to Mr. Hamilton who is the Director of Municipal Property Services at the Department of Revenue. Judy said she asked Mr. Hamilton if there is a time limit for the Selectmen like there is for the Town Clerk and the Treasurer in RSA 35:11 that

says the Town Clerk within 10 days after Town Meeting must provide notice the Selectmen about any vote approved to use surplus money, and the RSA states the Treasurer *shall immediately*, but there was no wording for the Selectman on when they should take action. Judy said Mr. Hamilton told her the wording of "shall then" is their (Selectmen) time, there is no language that would infer that the Selectmen may delay taking action. He told Judy you have to read the RSA in a way to be true to the words that are there. If the Legislature wanted to give the Selectmen a period of time in which to act on, then the RSA would include that wording because "they know how to do that". John asked Judy if this gentleman is an attorney because he is doing statutory interpretation and John is not sure he would go along with what he says.

Kimberley asked if this is something our State Representative's could do something about, making RSA's more clear. Clyde said from the town's perspective there's some interest in keeping it somewhat nebulous. John agreed. Clyde said if you nailed everything down so tightly, the towns have no wiggle room, it doesn't service the best interest of the town's. Judy said the RSA for the surplus money was the one being addressed, if the Selectmen do not move the money after she provides the notice to the Board, the Board would be hard pressed to explain it to a taxpayer. John said to Judy the surplus money was moved back in April as Clyde pointed out the last time she brought this up. Clyde made the motion to move the surplus, John is not quite sure why this is being discussed again.

Jim explained the term surplus is generally misunderstood by most people with respect to town finances. Surplus is seen on paper, it's not what is in the bank, sometimes moving surplus too soon can put a strain on the cash flow.

Martha Mical said the reason this came up again is because not everyone was privileged to the information about the surplus money being moved in April because that was not said at the last meeting. Judy added and she never got a response from her email as well.

- F. John asked Judy if she has created the list of all the items that should be filed with the Town Clerk that he has asked for several months ago. Judy said she is having a hard time with that, besides the records? John said to Judy that she is the one that said there are things that are kept in the Selectman's office that are supposed to be filed with the Town Clerk, and he just wants to know what those things are. Judy said she was talking about the records that don't come to her office anymore, that's all. John said to Judy that he asked her for a list of what those records are so he can do something about it, but Judy hasn't given John a list yet. John said to Judy that he wanted her to clarify her statement that there are things that are supposed to come from the Selectman's office to the Town Clerk's office that were not being delivered. John asked Judy if it is clear now. Judy said it was clearer. John asked Judy when can he expect to see that. Judy said (not audible) this week.

## **12. Adjournment**

Meeting adjourned at 7:00 pm.

Board of Selectmen  
John Dabuliewicz – Chairman  
Clyde Carson  
Kimberley Edelmann

Recorder of the minutes: Mary Whalen



## PURCHASE AND SALE AGREEMENT

AGREEMENT made this First day of August, 2017, by and between the Town of Warner, with a mailing address of 5 E. Main Street, P.O. Box 265, Warner, New Hampshire 032798-0265 (hereinafter the "Seller") and Nathaniel Burrington, d/b/a/ Burrington Builders with an address of PO BOX 221, Warner, NH 03278-0221 (hereinafter the "Buyer").

### RECITALS

- A. The Seller is the owner of a Property, commonly referred to as the Odd Fellows Building.
- B. The Odd Fellows Building is dilapidated and in disrepair.
- C. The Seller wishes to cause the construction, reconstruction, replacement and/or repair (hereinafter "Rehabilitation") of the Odd Fellows Building, so that it will satisfy all current environmental and building laws and regulations.
- D. The Buyer has inspected the Odd Fellows Building, and is familiar with the structural, cosmetic and environmental issues associated with the Odd Fellows Building.
- E. The Buyer has reviewed all available environmental reports relative to the Odd Fellows Building, and is acquainted with the contaminants located therein.
- F. The Buyer has familiarized himself with all applicable zoning and site plan requirements of the town applicable to his contemplated uses of the building, and understands that a conceptual proposal meeting with the Planning Board is available.
- G. Seller wishes to convey to the Buyer the Odd Fellows Building and associated land, and ensure that the Rehabilitation of the Odd Fellows Building is completed in a safe, healthful manner, consistent with all applicable laws and regulations, and the Rehabilitation is prosecuted diligently and to completion in a timely manner.
- H. Seller affirms that there are no unpaid property taxes or other town assessments due on the property.

In consideration of the mutual promises and undertakings set forth below, the parties agree as follows:

Revised 7/26/17

pg.1

Final Version

**1. CONVEYANCE AGREEMENT and DESCRIPTION of REAL ESTATE.**

The Seller agrees to sell and convey and the Buyer agrees to purchase, upon the following terms, 100% of the interest in the real estate, with any buildings, fixtures and improvements thereon, and all appurtenant easements thereto located at 10 Church Street, in the Town of Warner, New Hampshire, identified in the Town of Warner tax records as Tax Map 31, Lot 52, described in the deeds recorded in the Merrimack County Registry of Deeds at Book 2237, Page 1279, and Book 3550, Page 1622, consisting of .15 acres +/- (hereinafter the "Property").

**2. CONSIDERATION.** In consideration of the purchase of the Property, Buyer shall pay the amount of **\$10.00**, and shall endeavor to complete the Rehabilitation tasks described in the Desired Improvements Schedule, targeting the dates set forth therein, attached hereto as Exhibit A,

**3. CLOSING DATE and COSTS.** The Closing shall occur at 10 am at the Warner Town Offices on August 1, 2017, or at such other time and place as the parties may agree. Upon closing the Buyer shall pay the Buyer's share of the state real estate transfer tax by bank check made out to the Merrimack County Registry of Deeds, and the twenty-five-dollar (\$25.00) state LCHIP surcharge by separate bank check, also made payable to the Merrimack County Registry of Deeds. The Seller shall record the deed and pay the remaining deed registration costs.

**4. DEED.** On the Closing Date, Seller will give a Quitclaim Deed for the Property to the Buyer, conveying a good and marketable title to the premises, free from all encumbrances.

**5. CONTINGENT PAYMENT.** Upon the transfer of Buyer's interest in the property which is the subject of this agreement, Buyer agrees to pay to the Town of Warner the sum of eighty thousand dollars (\$80,000) within 30 days of the date of transfer of the property. Such transfers include: by sale of the entire, or any remaining partial interest in the property; or by devise or descent and distribution. Buyer may make partial payments on the obligation under this Section 5 at any time prior to transfer of Buyer's interest, without penalty.

**6. BROKERAGE COMMISSION.** The Seller and the Buyer agree there is no Brokerage Commission, finder's fee, or similar charge involved in the purchase and sale of this Property, and each party agrees to hold the other party harmless against any claim for brokerage, finder's fee, or commission, based upon any alleged act or promise of that party.

**7. ACKNOWLEDGEMENTS.** Buyer acknowledges that:

- A. He has had the opportunity to inspect the Property and all documents associated with the Property;
- B. He is aware of the environmental issues associated with the Property, including the presence of contaminants, including but not limited to, lead, asbestos, and PCB's, and that the Property is identified by the New Hampshire Department of Environmental Services as a Brownfields Site;
- C. He is aware of structural issues and other requirements associated with the repair and reconstruction of the building on the Property;

- \_\_\_ D. He will comply with all Federal, State and local laws and regulations while undertaking the rehabilitation of the building on the Property; and
- \_\_\_ E. The rehabilitation shall be prosecuted as diligently as possible and Buyer shall strive to proceed in accordance with the Desired Improvements Schedule, attached hereto as Exhibit A.

8. **POSSESSION AND TITLE.** The Property is sold in an **AS IS, WHERE IS WITH ALL FAULTS** condition, without any warranty as to use, condition, availability of municipal land use permits, including building permits, zoning approvals, and other similar permits, and permits for connection to public water and sewer. It shall be the responsibility of the Buyer to apply for any and all required permits to the appropriate departments of the Town of Warner.

9. **INSURANCE.** Buyer has represented that he is insured with a General Liability policy in the amount of two million dollars (\$2,000,000.00). At least five (5) working days before the closing date, Buyer shall provide to Seller a copy of his general liability insurance certificate, showing that it is in force as of the closing date.

10. **EXAMINATION OF TITLE.** Buyer may cause title to the Property to be examined at Buyer's expense. Title must be good and marketable, and there shall be no liens against the Property, except any liens imposed by the New Hampshire Department of Environmental Services, and there shall be no easements on the Property which would interfere with the Rehabilitation of the Property. In the event the Title Examination is not satisfactory to Buyer, then this Purchase and Sale Agreement shall be considered null and void, and of no force and effect, at the option of the Buyer.

11. **MISCELLANEOUS.**

This instrument is to be construed as a New Hampshire contract; it is to take effect as a sealed instrument; sets forth the entire contract between the Parties; is binding upon and inures to the benefit of the Parties and their respective heirs, devisees, executors, administrators, successors, agents, and assigns; and may be cancelled, modified or amended only by a written instrument signed by both the Seller and the Buyer.

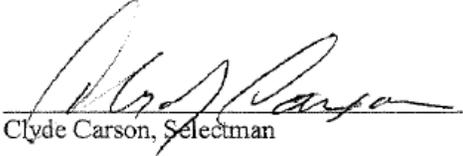
12. **PRIOR STATEMENTS.** All representations, statements and agreements previously made by the parties are merged in this Agreement, which alone fully and completely expresses their obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on their behalf.

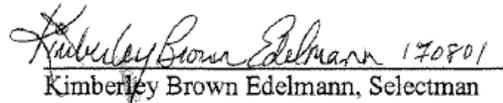
13. **SURVIVAL OF PROVISIONS.** The provisions of Sections 5, 6 and 9 shall survive the execution of a deed.

IN WITNESS WHEREOF, the Buyer and the Seller sign this Agreement as of the date first written above.

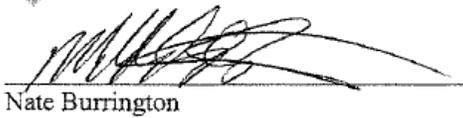
TOWN OF WARNER  
BOARD OF SELECTMEN

  
John Dabuliewicz, Chairman

  
Clyde Carson, Selectman

  
Kimberley Brown Edelmann, Selectman

BUYER

  
Nate Burrington

COPY

Prepared by:  
Barton L. Mayer, Esq.  
Upton & Hatfield, LLP  
P.O. Box 1090  
Concord, NH 03302-1090

### QUITCLAIM DEED

**THE TOWN OF WARNER**, a municipal corporation, acting by and through its Board of Selectmen, with a mailing address 5 East Main Street, Warner, New Hampshire 03278, for consideration paid, grants to **NATHANIEL BURREINGTON d/b/a BURREINGTON BUILDERS**, with a mailing address of P. O. Box 221, Warner, New Hampshire 03278-0221, with **QUITCLAIM COVENANTS**, a certain tract of land, and the building located thereon, situated on the easterly side of Church Street in Warner Village, bound and described as follows:

Beginning at a stake and stones on the easterly side of said Church Street, formerly known as High School Street, which bound is 26 feet northerly of the corner bound between land formerly owned Eaton Land Company, now or formerly owned by Oliver G. Harris, and land formerly owned by Deacon Charles H. Colby, now of formerly owned by Minnie L. Flanders; thence southeasterly 70 feet by land of the said Oliver G. Harris, formerly Eaton Land Company, to a stake and stones; thence northeasterly 105 feet by land of said Oliver G. Harris, formerly Eaton Land Company, to a stake and stones; thence northwesterly 52 feet by land of said Oliver G. Harris, formerly Eaton Land Company, to a stake and stones at the foot of a pasture lane; thence southwesterly 105 feet to the place of beginning. Said tract contains about 6,405 square feet.

Also conveying whatever right to pass over land owned by Oliver G. Harris, formerly Eaton Land Company, situated on the southerly side of the above granted premises, which privilege was granted and recorded at Book 477, Page 93 at the Merrimack County Registry of Deeds.

Reserving to Oliver G. Harris, his heirs and assigns, the right to pass over the land on the northerly end of these granted premises between the Odd Fellows Building, so-called, and the boundary line.

Together with the land shown as Annex Area "A" on a plan entitled "Proposed Annexation For: "Kearsarge Regional School District and the Town of Warner, dated November 25, 2014, revised October 17, 2016, and recorded in the Merrimack County Registry of Deeds as Plan No. 201700000103, more particularly described as follows:

Beginning at a drill hole set at the southeasterly corner of the premises herein conveyed and the southwesterly corner of other land of the Kearsarge Regional School District and on the northerly line of Annex Area "B" as shown on said plan;

Thence running North 53° 13' 56" West a distance of 41.47 feet to a T-bar set in the ground, this being the Southwesterly corner of the premises hereby conveyed;

Thence turning and running North 22° 52' 08" East a distance of 87.93 feet to an iron pin set in the ground, this being the Northwesterly corner of the premises hereby conveyed;

Thence turning and running 51° 14' 59" East a distance of 45.44 feet to an iron pin set in the ground;

Thence turning and running South 24° 37' 55" East a distance of 21.77 feet to an iron pin set in the ground;

Thence turning and running South 36° 50' 51" West a distance of 42.54 feet to an iron pin in the ground;

Thence running South 40° 14' 01" West a distance of 30.88 feet to the place of beginning.

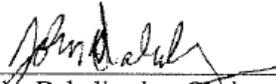
Containing 4,400 square feet, more or less.

Meaning and intending to describe and convey the same premises as conveyed to the Town of Warner by Fiduciary Deed recorded in the Merrimack County Registry of Deeds at Book 1446, Page 475; and, by deed of the Kearsarge Regional School District, recorded in the Merrimack County Registry of Deeds at Book 3550, Page 1622.

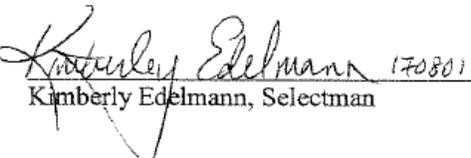
The premises hereby described and conveyed shall not be deemed or considered to be separate lots of record, but shall be regarded as merged into and made an integral part of one contiguous lot of land.

**WHEREFORE**, the Town of Warner has executed this deed this 1<sup>st</sup> day of August, 2017, by signature of its Board of Selectmen, duly authorized.

TOWN OF WARNER  
Board of Selectmen

  
\_\_\_\_\_  
John Dabuliewicz, Chairman

  
\_\_\_\_\_  
Clyde Carson, Selectman

  
\_\_\_\_\_  
Kimberly Edelmanna, Selectman 170801