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**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Right-of-Way  
October 18, 2022

38

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell approximately 8 +/- acres of state-owned land, with improvements, located on NH Route 25, in the Town of Rumney (Grantee). The subject parcel is the former Rumney Rest Area. The sale would be directly to the Town of Rumney, for \$141,000.00, which includes a \$1,100.00 administrative fee, effective upon Governor and Executive Council Approval.

It has been determined by the Department's Bureau of Finance and Contracts that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2023</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$139,900.00)	<u>FY 2023</u> \$27,980.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of \$139,900.00)	<u>FY 2023</u> \$111,920.00

**EXPLANATION**

The subject property, consisting of approximately 8 +/- acres, is comprised of two parcels that are located both within and outside of the Controlled Access Right of Way (CAROW). The rest area which was acquired in 1964 through the Commissioners Return of Highway Layout for the Rumney F-030-1(4), P-4992 project, is approximately 4.4 +/- acres in size. The remainder is an ancillary parcel from the old railroad corridor which abuts the rest area, located outside the CAROW, and was acquired from Boston and Main Railroad in 1960. This remaining area scales out to be approximately 3.6 +/- acres in size.

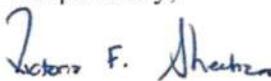
Pursuant to RSA 4:39-c, this sale has been reviewed by the Department, and determined to be surplus to our operational needs and interests. The sale will include the following conditions:

1. Access point – The existing driveway configuration may be maintained, keeping incoming and outgoing traffic separated.
2. The Department will retain seventy-five (75) feet from existing centerline for right of way purposes. The exception to this will be the area covering the entrance and exit land and the area needed to maintain the upper paved section of the parking lot which will be at fifty (50) feet from the existing centerline. The Department will grant an easement to the Buyer for use, improvement maintenance and repair of the portion of the center island that remains within the fifty feet from the existing centerline. The Department will except and reserve a highway easement along the twenty-five (25) feet for any future District Two maintenance needs.
3. The Grantee will be responsible for submitting a Right of Way Adjustment/Boundary Line Survey, prepared at their expense, by a land surveyor licensed in the State of New Hampshire. This survey will describe the area being acquired and will be used to prepare the deed for the sale of this parcel.
4. The Grantee shall be responsible for all local and state approvals, including but not limited to subdivision approval.
5. The Rivers Management Advisory Committee (RMAC) requests that language be added to the property deed retaining public access to the river.

At the April 2, 2021 Long Range Capital Planning and Utilization Committee meeting, the request (LRCP 21-009) was approved the sale to the Town of Rumney for \$141,000.00, which includes an administrative fee of \$1,100.00.

The Department is requesting authorization for the sale of the former Rumney Rest Area, as noted above.

Respectfully,

  
Victoria F. Sheehan  
Commissioner

VFS/SJN  
Attachments

STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION

LRCP 21-009

FROM: Stephen G. LaBonte  
Administrator



DATE: March 1, 2021

AT: Dept. of Transportation  
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Rumney  
RSA 4:39-c

TO: The Honorable Chairman  
Long Range Capital Planning and Utilization Committee

Approved by the Long  
Range Capital Planning  
and Utilization Committee  
04/02/2021

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of approximately 8 +/- acre parcel of State owned land, with improvements, located on NH Route 25 in the Town of Rumney. The subject parcel is the former Rumney Rest Area. The sale would be directly to the Town of Rumney for \$141,000.00, which includes an \$1,100.00 administrative fee, subject to the conditions as specified in this request.

EXPLANATION

The subject property, consisting of approximately 8 +/- acres, has frontage both within and outside the Controlled Access Right of Way (CAROW) and is comprised of two parcels. The rest area which was acquired in 1964 through the Commissioners Return of Highway Layout for the Rumney F-030-1(4), P-4992 project, is approximately 4.4 +/- acres in size. The remainder is an ancillary parcel from the old railroad corridor which abuts the rest area, located outside the CAROW, and was acquired from Boston and Main Railroad in 1960. This remaining area scales out to be approximately 3.6 +/- acres in size.

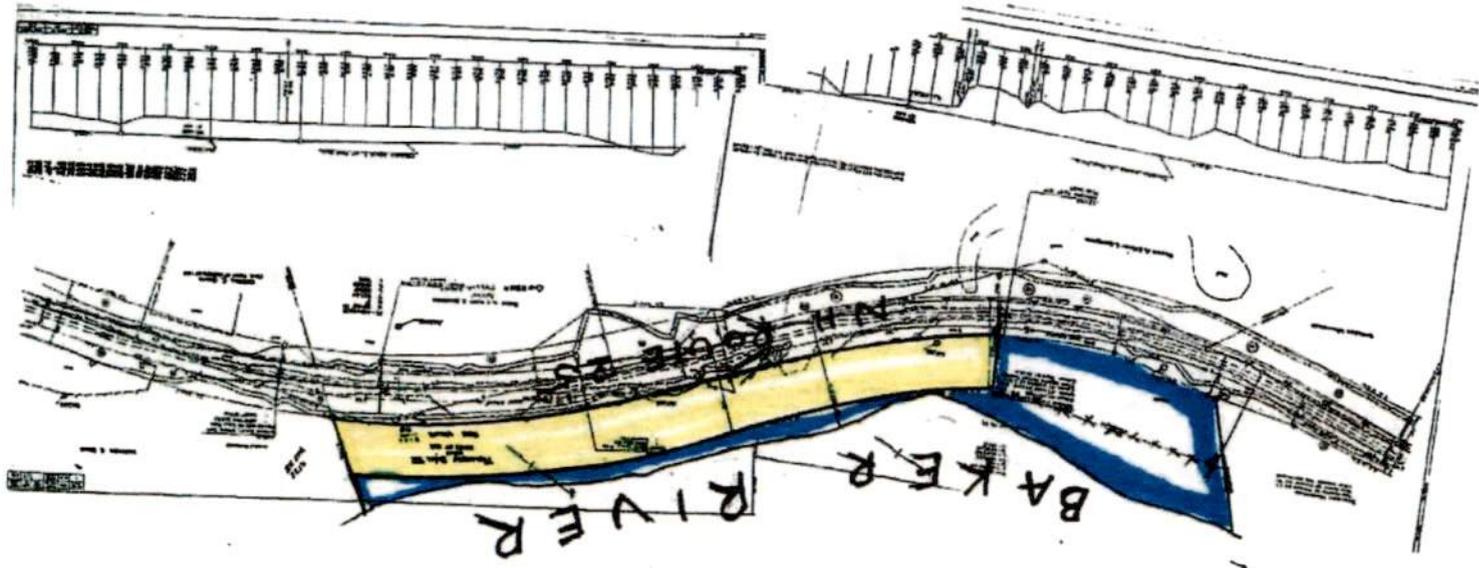
After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. The sale will include the following conditions:

- Access point – The existing driveway configuration may be maintained, keeping incoming and outgoing traffic separated.
- The Department will retain 75 feet from existing centerline for right of way purposes.
- The buyer will be responsible for submitting a Right of Way Adjustment Survey/Boundary Line Survey, prepared at their expense, by a land surveyor licensed in the State of New Hampshire. This survey will describe the area being acquired and will be used to prepare the deed for the sale of this parcel.
- A historical marker (#55) is located on the property. The proposed buyer will need to meet with the Department's Bureau of Environment and the Department of Natural and Cultural Resources to discuss and agree upon a location for said marker.
- The Rivers Management Advisory Committee (RMAC) requests that language be added to the property deed retaining public access to the river.

An appraiser from the Department completed an appraisal for the subject property with the condition that the parcel will remain as open for parking and public access to Baker River, at the buyer's discretion. The appraiser used three (3) sales, two in Rumney and one in nearby Thornton, as comparable properties. The appraiser then considered the parcels size, shape, and topography. Based upon the analysis and adjustments of those sales, the fair market value of this parcel is \$157,000.00 as of April 16, 2020. The Town was offered the property at the fair market value, but counter offered at \$141,000.00. The Town approved a purchase price \$141,000.00 at the Town's Annual Meeting on March 11, 2021.

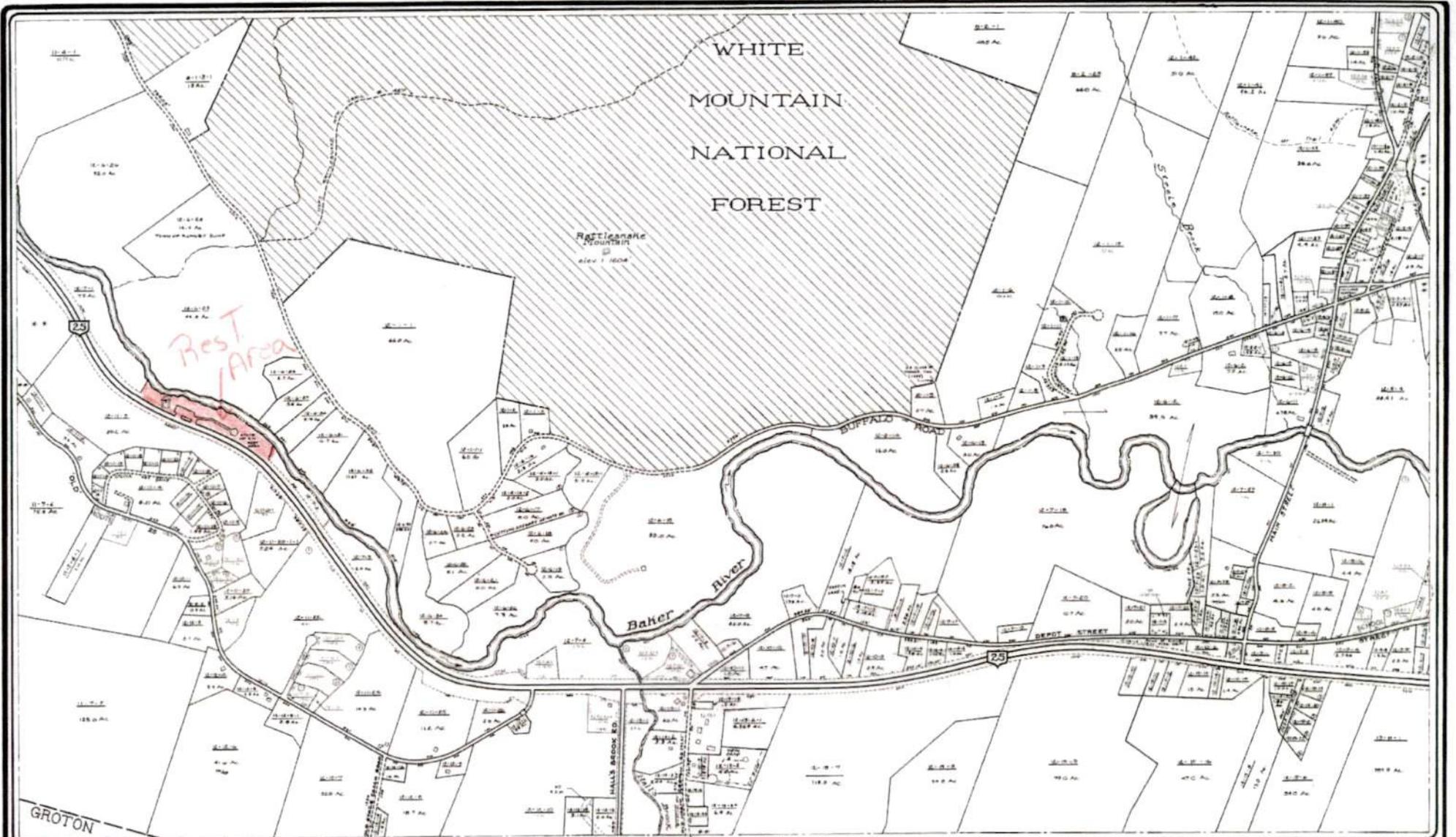
The Department is respectfully requesting authorization to sell the subject parcel as outlined above.

SGL/SJN/jl  
Attachments



■ : Rest Area layed out by Commissioners' Return of Layout  
■ : State owned land acquired by deed from Boston and Maine Railroad

Map from  
 Title Research  
 Jan 2020



WHITE  
MOUNTAIN  
NATIONAL  
FOREST

Rest Area

Raglanak Mountain  
elevation 1,600'

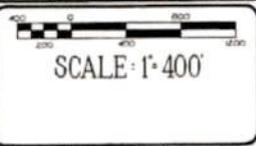
Baker River

BUFFALO ROAD

GROTON

**NOTES**

- Grid shown is based on New Hampshire townships.
- Map to be used for assessing purposes only. Not for legal confirmation of property or deed descriptions.
- Property data and town boundaries compiled from GIS data, USGS aerial photography, & field measurements.
- Partial areas obtained from either legal surveys or planimetry.

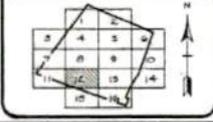


TAX MAP OF THE TOWN OF  
**RUMNEY**  
Grafton County, N.H. CURRENT TO: APRIL 1, 2018

**LEGEND**

- White Mountain National Forest
- stream or brook
- refer to adjacent section map
- gravel road

**Section Map Reference**



Prepared By:  
**Mountain Mapping**  
R.F.D. # 1  
CANTON, N.H.  
06026



## PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 18<sup>th</sup> day of October 2022 by and between the State of New Hampshire, Department of Transportation having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 (referred to as the "Department" or the "Seller") and the Town of Rumney, or its designee at closing (under common control), with a principal place of business at 79 Depot Street, Rumney, New Hampshire 03266 (referred to as "Town of Rumney" or the "Buyer") (referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

This Agreement relates to the sale of real estate located on NH Route 25, Rumney, (the "Property"), more particularly described as:

- A portion of Grafton County Registry of Deeds Book 941, Page 35 dated March 3, 1960.
- A portion of Grafton County Registry of Deeds Book 1003, Page 114 dated June 20, 1964.

This Agreement is entered into upon the basis of the following facts and intentions of the Parties:

- I. The Seller owns certain real estate located on NH Route 25, Rumney, New Hampshire, consisting of approximately 8 +/- acres of land, improved with a single-story structure, formerly the Rumney Rest Area, as further described herein.
- II. The Seller is divesting the Property totaling approximately 8 +/- acres, as it has been determined that this parcel is surplus to the Seller's needs.
- III. The Buyer is afforded the ability to acquire the Property in accordance with RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Seller for the purposes of future redevelopment.
- V. This Agreement is a binding contract which shall become effective upon approval of the Governor and Executive Council, pursuant to RSA 4:39-c.
- VI. All Parties signatory to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

**1. DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:**

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Seller intends to sell to the Buyer, and the Buyer intends to acquire from the Seller, the Property, consisting of approximately 8 +/- acres of land, with single story structure, as shown on the street view of the former Rumney Rest Area, ***Exhibit 1***.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of ONE HUNDRED FOURTY ONE THOUSAND (\$141,000) due at Closing.
- 1.3. **Payment of Purchase Price:** The Purchase Price shall be paid in full by the Buyer by certified check or bank check to the Seller at Closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The subject property on NH Route 25 is being sold "as is where is" with the sale conditions approved by the Long-Range Capitol Planning and Utilization Committee, LRCP 21-009 on April 2, 2021. The following sale conditions must be satisfied prior to closing:
  - 1.4.1 The existing driveway configuration may be maintained, for the purpose of keeping incoming and outgoing traffic separated.
  - 1.4.2 The Department will retain seventy-five (75) feet from the existing centerline for right of way purposes. The exception to this will be the area covering the entrance and exit lane and the area needed to maintain the upper paved section of the parking lot which will be at fifty (50) feet from the existing centerline. The Department will grant an easement to the Buyer for use, improvement maintenance and repair of the portion of the center island that remains within fifty (50) feet from the existing centerline. The Department will reserve a highway easement along the twenty-five (25) feet for any future District Two maintenance responsibilities.
  - 1.4.3 The Buyer is required to submit a recordable Right of Way Adjustment Survey/Boundary Line Survey plan describing the area to be conveyed at their expense and prepared by a land surveyor licensed in the State of New Hampshire, within **ninety (90) days** of signing this agreement. Such survey(s) must be completed at least thirty (30) days prior to the Closing date and will be used as the reference for the deed description.
  - 1.4.4 The Buyer shall be responsible for all local and state approvals, including but not limited to subdivision approval.

- 1.4.5 The Rivers Management Advisory Committee (RMAC) is requiring that language be added to the deed conveying this property, retaining public access to Baker River as deemed reasonable and appropriate by the Grantee. **Exhibit 2** of this Agreement is a copy of the deed that outlines the requirement to maintain public access. (Also see wording of the deed.
- 1.5. **Access to Property**: The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property for the purpose of completing due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require the prior approval by the Department and such approval will not be unreasonably withheld.

The Department and the Buyer shall coordinate all access to the Property by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out the Buyer's activities pursuant to this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer shall require all contractors who are retained for the purpose of completing due diligence or for any other purpose necessary to carry out the terms of this Agreement, and who will need to access the Property, to obtain a certificate of insurance in the amount of \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer and the Department as indemnified parties. The standard indemnification form shall be as follows, unless written approval of a requested change is granted by both the Department and Buyer:

"The contractor agrees to indemnify, defend and save harmless the Town of Rumney and State of New Hampshire Department of Transportation, their officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification

shall survive the expiration or early termination of this contract."

- 1.6. **Closing:** The Parties agree that Closing shall occur within **ninety (90) days** after final approval of the sale by the Governor and Executive Council, unless otherwise mutually agreed by the Parties.
- 1.7. **Title and Deed Restrictions:** In addition to the terms and conditions set forth within this Agreement, the conveyance of the Property by the Department to the Buyer shall be of good and marketable title thereto by Quitclaim Deed and insurable, upon application by the Buyer, for the benefit of the Buyer, by a title insurer licensed in the State of New Hampshire and acceptable to the Buyer pursuant to an ALTA standard form title insurance policy in an amount equal to the Purchase Price, insuring that the Buyer holds marketable fee simple title to the Property subject to:
  - a) Easements, liens, restrictions, and/or encumbrances of record or any other matters of record in existence at the time of the Closing accepted and approved by the Buyer; and
  - b) Provisions of building and zoning laws in effect at the time of the Closing.
- 1.8. **Seller's Affidavits and Certificates:** If requested to do so by the Buyer, the Department, at the Closing, shall deliver such affidavits (in customary form) as may be required by the Buyer or the Buyer's title insurance company with respect to: (1) parties in possession of the Property, (2) rights of third parties and title claims in or to the Property, and (3) mechanic's and materialmen's liens affecting the Property.
- 1.9. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds (including all other applicable recording instruments, if any) at its expense.
- 1.10. **Transfer Taxes and Recording Fees:** In accordance with New Hampshire State Law RSA 78-B:2, both the Department and the Buyer are exempt from the Real Estate Transfer Tax.
- 1.11. **Discharge of Liens:** The Department shall, at its expense, pay or discharge all legitimate liens, mechanics liens, encumbrances, and attachments, if any, which may exist on the Property through the date of closing or filed after recording of the deed transferring the Property to the Buyer due to an action by the Department prior to recording of the transfer deed. To enable the Department to make conveyance as herein provided, the Department may, at the time of delivery of the deed, use the Purchase Price or any portion thereof to clear the title or any or all encumbrances or interests, provided that all instruments so procured are recorded

simultaneously with the delivery of said deed. The Department shall also be entitled to use the proceeds to pay off any mortgagee, pursuant to standard customary practices for real estate transactions and conveyances and receive therefrom a discharge(s) to be recorded in the ordinary course of business.

- 1.12. **Title Insurance:** If applicable, the Department shall execute all customary documents required by the Buyer's Title Insurance Company.
  - 1.13. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
  - 1.14. **Casualty and Condemnation:** In the event that the Property, prior to closing, are damaged by fire, flood, collapse, or other casualty, the Department, or the Buyer, at any time after the occurrence of such damage or casualty, may elect to terminate this Agreement by written notice, in which event all other obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect. In the event of casualty, the Department and the Buyer agree to hold each other harmless from any claim for any costs, damages, liabilities, or financial losses it may incur.
2. **Buyer's Contingencies:** The Buyer's obligation to Close on acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.
- 2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within forty-five (45) - days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Seller and all deposits shall be refunded to the Buyer, provided that written notice is delivered within said time frame-. If no notice is given within said time frame, then any objections to title are waived.

## **REPRESENTATIONS AND WARRANTIES**

- 2.2. **Representations and Warranties of the Buyer.** The Buyer hereby represents and warrants that:

- 2.2.1. The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary, and this Agreement constitutes the legal, valid and binding agreement of the Buyer, enforceable against the Buyer in accordance with its terms subject only to the conditions set out in this Agreement.
- 2.2.2. Subject to the conditions set out in this Agreement, neither the execution or delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.
- 2.2.3. Except as set forth in this Agreement, no approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.
- 2.2.4. There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

2.3. **Representations and Warranties of the Department.** The Department hereby represents and warrants to the best of its knowledge and belief that:

- 2.3.1. The Department has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance by it of this Agreement subject to the Department seeking and obtaining final approval by Governor and Executive Council pursuant to RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon

approval by Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department in accordance with the respective terms thereof.

- 2.3.2. Neither the execution or delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Seller are a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.
- 2.3.3. Except as set forth in this Agreement, no approval, authorization, order, or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.
- 2.3.4. There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

### **3. GENERAL PROVISIONS**

- 3.1. **Cooperation**: The Buyer and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyer, or their representatives, agents, and consultants.
- 3.2. **Entire Agreement; Amendments**. This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and

understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

- 3.3. **Binding Effect; Successors and Assignors.** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.
- 3.4. **Headings.** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 3.5. **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.
- 3.6. **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire.
- 3.7. **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 3.8. **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 3.9. **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.

- 3.10. **Survival of Agreement.** The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.
- 3.11. **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 3.12. **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 3.13. **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under law, unless expressly set forth herein.
- 3.14. **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 3.15. **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable Buyer or other governmental Boards, Committees, Commissions, or Departments, including but not limited to the requirement that the agreement be approved by the Governor and Executive Council pursuant to RSA 4:39-c prior to the Seller being required and/or authorized to convey the property to the Buyer.

- 3.16. **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 3.17. **Saving Clause:** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

#### **LIST OF EXHIBITS**

- Exhibit 1      Street view of the former Rumney Rest Area.
- Exhibit 2      Deed of the Rumney Rest Area.

**[The remainder of this page left blank intentionally]**

Executed as a sealed instrument this 17 day of October 2022.

**BUYER:**

By: *Isaac DeWever* Date: October 17, 2022  
Printed: Isaac DeWever, Chairman Rumney Board of Selectmen  
Town of Rumney  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

In Rumney, on the 17<sup>th</sup> day of October, 2022, before me, personally appeared, Isaac DeWever, Chairman Rumney Board of Selectmen, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument for the purposes therein contained as his free and voluntary act and deed.

*[Signature]*  
Justice of the Peace/Notary Public

**Joseph G. Chivell, II**  
Justice of the Peace - New Hampshire  
Commission Expires March 23, 2027

**SELLER**

STATE OF NEW HAMPSHIRE

By: *Stephen G. LaBonte* Date: 10/18/22  
Printed: Stephen G. LaBonte  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

In Concord, on the 18<sup>th</sup> day of October, 2022, before me, personally appeared, Stephen G. LaBonte, Administrator for the Bureau of Right-of-Way of the New Hampshire Department of Transportation, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument for the purposes therein contained as his free and voluntary act and deed.

**SANDRA J. NEWMAN, Notary Public**  
State of New Hampshire  
My Commission Expires Nov. 25, 2024

*Sandra Newman*  
Justice of the Peace/Notary Public

# Exhibit 1

Street view of the former Rumney Rest Area.

Legend



Google Earth

© 2021 Google

7.15 ft

**EXHIBIT 2  
QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT, The State of New Hampshire, whose mailing address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, by the Commissioner of The Department of Transportation, pursuant to vote of the Governor and Executive Council on \_\_\_\_\_, 2022, (Item # \_\_) and in accordance with the provisions of New Hampshire, RSA 4:39-c and RSA 228:31, for consideration paid, grants to the Town of Rumney, whose mailing address is PO Box 220, Rumney, New Hampshire 03266, County of Grafton, State of New Hampshire, with QUITCLAIM covenants.

Any and all interest in a certain parcel of land situated on the easterly side of NH Route 25 in the Town of Rumney, County of Grafton, State of New Hampshire; also bounded as shown on a plan titled [Plan Title].

**[Legal description to be placed here once survey is completed by the Town]**

Containing \_\_\_\_\_ acres, more or less, and being a portion of the real estate recorded March 3, 1960, at the Grafton County Registry of Deeds in Book 941, Page 35, and meaning and intending to describe and convey property acquired for highway purposes by the Commissioners' Return of Highway Layout Rumney F-030-1(4), P-4992, 1964, recorded June 20, 1964, at the Grafton County Registry of Deeds in Book 1003, Page 114. This deed emendates the Commissioners' Return of Highway Layout Rumney F-030-1(4), P-4992, 1964, recorded June 20, 1964, at the Grafton County Registry of Deeds in Book 1003, Page 114.

The Town of Rumney and their successors in title, acknowledge and agree that this property, excluding building, will remain open, to the general public, for recreational purposes and parking, as deemed reasonable and appropriate by the Grantee. Such uses include, but is not limited to, shore bank fishing and boat access to the Baker River.

This conveyance is also subject to any and all easements of record.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the Department of Transportation, duly authorization and executed this \_\_\_\_\_, day of \_\_\_\_\_, in the year of our Lord, 2022.

Signed, Sealed and Delivered  
in the presence of:

THE STATE OF NEW HAMPSHIRE

\_\_\_\_\_  
Victoria F. Sheehan, Commissioner  
Department of Transportation

STATE OF NEW HAMPSHIRE      Merrimack      SS      A. D., 2022

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_, the undersigned officer, personally appeared by Victoria F. Sheehan, Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_