



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

22



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 21, 2022

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.19 +/- of an acre of state-owned land located on the easterly side of NH Route 16 (Spaulding Turnpike) in the City of Dover. The sale would be directly to Eric and Elizabeth Hagman (Grantee), for \$10,100.00, which includes a \$1,100.00 administrative fee, effective upon Governor and Executive Council Approval.

The Department's Bureau of Finance and Contracts has determined that the funding for this parcel is 100% Turnpike Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2023</u>
Administrative Fee	\$1,100.00
04-096-096-960017-0000-UUU-409278	<u>FY 2023</u>
Sale of Parcel	\$9,000.00
(100% of \$9,000.00)	

EXPLANATION

The Department has received a request from the Grantee, who would like to acquire a portion of the LAROW on the easterly side NH Route 16, Spaulding Turnpike, near the Exit 8 on-ramp, in the City of Dover. The subject parcel, consisting of 0.19 +/- of an acre, was acquired via Commissioners Return of Layout in 1955, for the construction of the Spaulding Turnpike. The established LAROW for the Spaulding Turnpike runs along the southerly sideline of the former Littleworth Road which was discontinued, pursuant to RSA 230:48.

The Grantee is requesting acquisition of the subject area, as it was discovered that a portion of their pool and yard, is encroaching on state-owned land. This encroachment had been overlooked by multiple owners and banks, since the pool installation in the 1960's. The Grantee wants to make sure that there are no boundary issues should they sell their property. Please reference the enclosed survey plan dated November 19, 2012, completed by Berry Surveying and Engineering.

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:

- The Grantee shall be required to solicit a NH Licensed Land Surveyor to survey and prepare a recordable Right of Way Adjustment Plan, at their expense. This plan shall be submitted to the Department for review and approval, prior to being recorded in the Strafford County Registry of Deeds. This plan shall be utilized to prepare the conveyance deed for the sale of this parcel.
- The conveyance deed will be subject to all utility easements of record. The City of Dover has utilities within the subject parcel. An easement with the city and other entities, if necessary, will be required.

At the March 28, 2022, meeting of the Long-Range Capital Planning and Utilization Committee the request (LRCP 22-004) was approved, allowing the Department to sell the 0.19 +/- of an acre directly to the Eric and Elizabeth Hagman for the market value of \$9,000.00 and to assess an \$1,100.00 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the City of Dover and have received no response. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and have received no response.

The Department is respectfully requesting authorization for the sale of land, as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments

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

FROM: Stephen G. LaBonte
Administrator

DATE: January 26, 2022

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

SUBJECT: Sale of State-owned Land in Dover
RSA 4:39-c

Approved by the Long Range
Capital Planning and
Utilization Committee
March 28, 2022

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION.

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to sell 0.19 +/- of an acre parcel of state-owned land within the Limited Access Right of Way (LAROW), located on the easterly side of NH Route 16 (Spaulding Turnpike) in the Town of Dover. The sale will be directly to Eric and Elizabeth Hagman (the "Grantees") in the amount of \$10,100.00, which includes the \$1,100.00 administrative fee pursuant to RSA 4:40, III-a. The sale will be subject to conditions as specified in this request.

EXPLANATION

The department has received a request from the grantees, who would like to acquire a portion of the LAROW on the easterly side NH Route 16, Spaulding Turnpike, near the Exit 8, on-ramp, in the City of Dover. The subject parcel, consisting of 0.19 +/- acres, was acquired via Commissioners Return of Layout in 1955, for the construction of the Spaulding Turnpike. The established LAROW for the Spaulding Turnpike runs along the southerly sideline of the former Littleworth Road which was discontinued pursuant to RSA 230:48.

The grantees are requesting acquisition of the subject area, as it was discovered that a portion of their pool, and yard, is encroaching on state-owned land. This encroachment has been overlooked by multiple owners, and banks, since the pool installation in the 1960's. The grantees want to make sure that there are no boundary issues should they sell their property. Please reference the enclosed survey plan dated November 19, 2012, completed by Berry Surveying and Engineering.

After a departmental review, it was determined that the granting of this access point is surplus to the department's operational needs and available for disposal. This parcel will be conveyed with the following condition:

- The grantees will be responsible for submitting a right-of-way adjustment survey, prepared at their expense, by a land surveyor licensed in the State of New Hampshire, describing the parcel being conveyed. The department will use this survey to prepare the conveyance deed for the sale of this parcel.
- The conveyance deed will be subject to any and all utility easements of record. The City of Dover has utilities within the subject parcel. An easement with the city and other entities, if necessary, will be required.

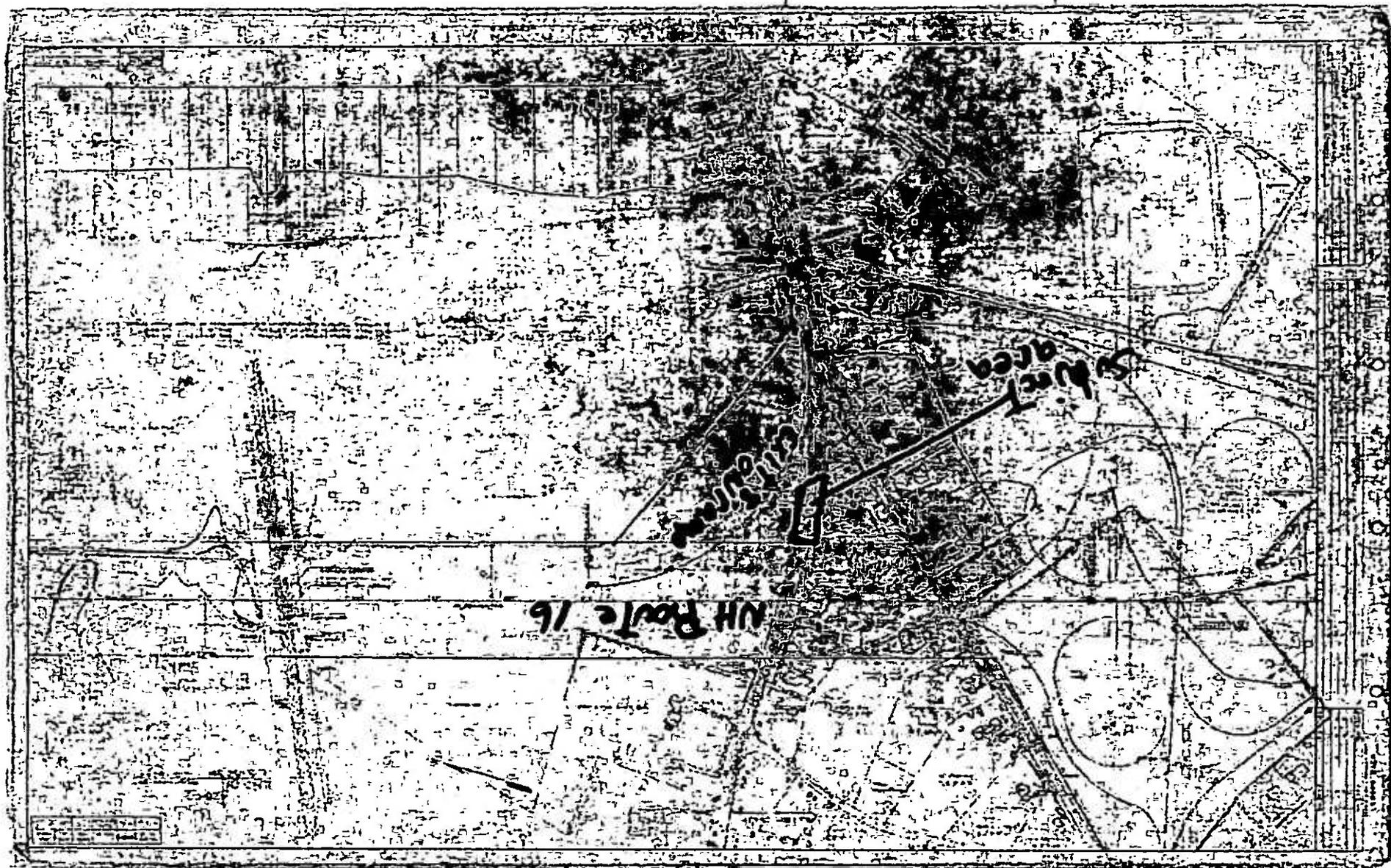
A staff right-of-way appraiser from the department evaluated the subject parcel and concluded it does not have an independent highest and best use. They then prepared a contributory value appraisal using the sales comparison approach. The subject parcel's contributory value as of November 18, 2021 was concluded to be \$9,000.00.

(D4947 - 1164)

Pursuant to RSA 4:39-c, the department will solicit interest for the property with the City of Dover. Pursuant to RSA 204-D:2, the department will also solicit interest for the property with the New Hampshire Housing Finance Authority.

The department respectfully requests authorization to sell the subject parcel as outlined above.

SGL/SJN
Attachments



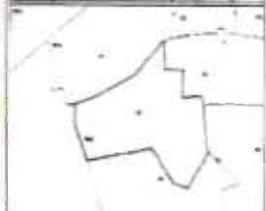
CITY OF DOVER
STAFFORD COUNTY NH
TAX ASSESSORS MAP



Map Page: 13



- Parcels
- Parcel on Adjacent Maps
- Buildings
- Rail Road
- Water Body
- Swamp/Marsh
- Streams
- A-20-0-0 Parcel Number
- 6.5M AC Parcel Acreage
- 100 Address Number



1:1,200
1" = 100'

This map is for assessment and zoning purposes only. It is not intended to be a substitute for a professional survey. The City of Dover is not responsible for any errors or omissions. Users are encouraged to verify the information presented on this map with the appropriate authorities.

Map prepared by AppGeo, Inc. 08/2018



Subject Area



PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 21st 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") and Eric and Elizabeth Hagman, or their designee at closing (under common control), with a principal address at 205 Silver Street, Dover, New Hampshire 03820 (referred to as 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 the easterly side of NH Route 16 (Spaulding Turnpike) near the Exit 8 on-ramp, (the "Property"), more particularly described as:

- Strafford County Registry of Deeds Book 655, Page 177, dated December 15, 1955.

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

- I. The Department owns certain real estate located on the easterly side of NH Route 16 (Spaulding Turnpike) near the Exit 8 on-ramp, in Dover, New Hampshire, consisting of approximately 0.19 +/- of an acre of unimproved land, as further described herein.
- II. The Department is divesting of a portion the Property totaling approximately 0.19 +/- of an acre, as it has been determined that this parcel is surplus to the Department'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 Department for the purposes of remedying an encroachment on state-owned land.
- 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 Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of approximately 0.19 +/- acres of land, as shown on Boundary Plan prepared by Berry Surveying & Engineering, ***Exhibit 1***.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **TEN THOUSAND ONE HUNDRED DOLLARS (\$10,100.00)** due at closing. The amount due at closing includes the \$1,100.00 administrative fee for the processing of this request.
- 1.3. **Payment of Purchase Price:** The Purchase Price shall be paid in full by the Buyer, by certified check or bank check, made out to Treasure State of New Hampshire, and presented to the Department at Closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The subject property on the easterly side of NH Route 16 (Spaulding Turnpike) near the Exit 8 on-ramp 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 March 28, 2022. The following sale conditions must be satisfied prior to closing:
 - 1.4.1 The Buyer will be responsible for submitting a Right-of-Way Adjustment plan, prepared at their expense, by a land surveyor licensed in the State of New Hampshire describing the parcel being conveyed. The Department will use this survey to prepare the conveyance deed for the sale of the parcel.
 - 1.4.2 The conveyance deed will be subject to all utility easements of record. The City of Dover has utilities within the subject parcel. An easement with the city or other entities, if necessary, will be required.
 - 1.4.3 The Buyer shall be responsible for all local and state approvals, including but not limited to subdivision approval.
- 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 Buyer 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. **Department'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, the Department is 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 fifteen (15) 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 Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within said time frame, **time being of the essence.** 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 Department 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. **Time of the Essence.** The Parties agree that time is of the essence in performance of their respective obligations under this Agreement.
- 3.15. **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.
- 3.16. **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 Department being required and/or authorized to convey the property to the Buyer.
- 3.17. **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.
- 3.18. **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.

Executed as a sealed instrument this 20th day of OCTOBER, 2022.

BUYER:

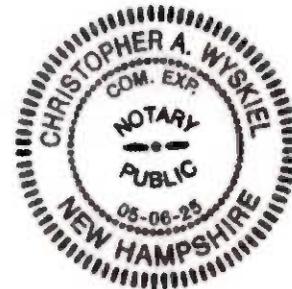
By: [Signature] Date: 10/20/2022
Printed: ERIC HAGMAN

By: [Signature] Date: 10/20/2022
Printed: Elizabeth Hagman
Eric and Elizabeth Hagman
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ~~GRAFTON~~ STRAFFORD

In Dover on the 20th day of October, 2022, before me, personally appeared ERIC and ELIZABETH HAGMAN, 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
My Commission Expires: 5/6/2025



DEPARTMENT:

STATE OF NEW HAMPSHIRE

By: *Stephen G. LaBonte* Date: 10/21/22
Printed: Stephen G. LaBonte
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

In Concord, on the 21ST 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
My Commission Expires: 11/25/24

LIST OF EXHIBITS

Exhibit 1 Boundary plan prepared by Berry Survey & Engineering.

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