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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Right-of-Way
May 8, 2023

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.25 +/- acres of state-owned land within the Limited Access Right of Way (LAROW) on the southerly side of NH Route 9 in the Town of Sullivan. The sale will be direct to Fibercast (Grantee) for \$4,600, which includes a \$1,100 administrative fee, effective upon Governor and Executive Council Approval.

The Department's Bureau of Finance and Contracts has determined the parcel was originally acquired 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
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$3,500)	<u>FY 2023</u> \$700
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of \$3,500)	<u>FY 2023</u> \$2,800

EXPLANATION

The Department received a request from the Town of Sullivan to acquire the 0.25 +/- acres of land, which falls within the (LAROW) on the southerly side of NH Route 9 in the Town of Sullivan. The Town would like to acquire the subject parcel for the location of its Broadband Head End for Fibercast (broadband provider). The Town stated in its request that the subject parcel is in a prime location and is a short distance from a Consolidated Communications shed. Access to this parcel will be from Apple Hill Road.

The request has been reviewed by the Department and was determined to be surplus to our operational needs and available for disposal. The sale will include the following condition:

- The Grantee will be required to commission a Licensed Land Surveyor licensed in New Hampshire, to survey and prepare a Boundary Line plan, depicting the limits of the right-of-way meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan under RSA 478:1-a, in the Cheshire County Registry of Deeds from which the Department will prepare the conveyance deed.
- The Grantee is responsible to obtain all local and state land use approvals precedent to closing.

At the November 28, 2022, meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 22-040) was approved, allowing the Department to sell the 0.25 +/- acres of state-owned land directly to the Town of Sullivan for the market value of \$3,500 and to assess an administrative fee of \$1,100. After the Committee's approval, Fibercast assumed further responsibility for the surplus disposal via an Assignment & Assumption of the Purchase & Sales Agreement, attached herewith.

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

Respectfully,



William J. Cass
Commissioner

WJC/SJN
Attachments

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 8 day of MARCH, 2023 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 the Town of Sullivan, or their designee at closing (under common control), with a principal address at 452 Centre Street, Sullivan, New Hampshire 03445 (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 southerly side of NH Route 9 (Franklin Pierce Highway) near Apple Hill Road, (the "Property"), more particularly described as:

- Cheshire County Registry of Deeds Book 801, Page 484, dated September 22, 1969.

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 southerly side of NH Route 9 (Franklin Pierce Highway) near Apple Hill Road, in Sullivan, New Hampshire, consisting of approximately 0.25 +/- of an acre of unimproved land, within the Limited Access Right of Way, as further described herein.
- II. The Department is divesting a portion of the Limited Access Right of Way totaling approximately 0.25 +/- of an acre, as it has been determined that the subject property 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 providing broadband services within the Town of Sullivan.
- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, pursuant to RSA 4:39-c.
- VI. All Parties signatories 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 outlined 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 0.25 +/- of an acre of land, as shown on the project plans for Sullivan-Nelson, F 012-1(9), P-7930, Sheet 18, *Exhibit 1*.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **FOUR THOUSAND SIX HUNDRED DOLLARS (\$4,600.00)** 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 the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The subject property on the southerly side of NH Route 9 (Franklin Pierce Highway) near Apple Hill Road is being sold "as is" with the sale condition approved by the Long-Range Capitol Planning and Utilization Committee, LRCP 22-040 on November 28, 2022. The following sale condition must be satisfied prior to closing:
 - 1.4.1 The Buyer is required to solicit a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary and Right-of-Way Adjustment Plan, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Buyer is required to record the plan under RSA 478:1-a, in the Cheshire County Registry of Deeds, from which the Department will prepare the conveyance deed.
 - 1.4.2 Buyer is responsible to obtain all local and state land use approvals precedent to closing.
- 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 prior approval from 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 of 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 the 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 NH CODE ADMIN.R.ANN REV 802.03(e), the Department and the Town of Sullivan 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 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, is damaged by fire, flood, collapse, or other casualties, 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 a 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 the 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 the said time frame, **time being of the essence**. If no notice is given within the said time frame, then any objections to the 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 nor 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 nor 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 is 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 the 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 is 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.

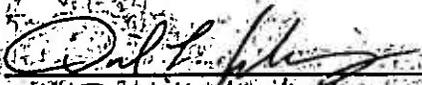
LIST OF EXHIBITS

Exhibit 1 . Project Plan for Sullivan-Nelson, F-012-1(9), P-7930, Sheet 18.

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Executed as a sealed instrument this 8 day of MARCH 2023

BUYER:

By  Date: 8/3/2023
Printed: DAVID L. SAKWAY
Town of Sullivan Selectman Chair
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

In SULLIVAN on the 9 day of MARCH 2023, before me, personally appeared DAVID SAKWAY 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.

MARY M. HULL
Justice of the Peace - New Hampshire
My Commission Expires September 5, 2023


Justice of the Peace/Notary Public
My Commission Expires 23

Executed as a sealed instrument this 13th day of March, 2023

DEPARTMENT:

STATE OF NEW HAMPSHIRE

By:  Date: 3/13/23
Printed: Stephen G. LaBonte
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

In Person, on the 13th day of March, 2023, 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


Justice of the Peace/Notary Public
My Commission Expires: 11/25/24

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALES AGREEMENT ("Assignment") is made effective as of the 18~~th~~ day of April, 2023 by and between Town of Sullivan, a municipal corporation, with an address of 452 Centre Street, Sullivan, New Hampshire 03445 ("Assignor") and Fibercast Corporation, a New Hampshire Corporation, with an address of P.O. Box 10, Derry, New Hampshire 03041-0010 ("Assignee")

RECITALS

WHEREAS, the State of New Hampshire ("Seller") and Assignor entered into a certain Purchase and Sales Agreement dated 3/13, 2023 for the purchase of property located on the southerly side of NH Route 9 (Franklin Pierce Highway) near Apple Hill Road, Sullivan, New Hampshire (the "Purchase Agreement"), which said terms and conditions of the Purchase Agreement are incorporated herein by reference; and

WHEREAS, Assignor desires to assign, transfer, convey and set over to Assignee all of Assignor's right, title and interest in and to and under the Purchase Agreement, and Assignee desires to accept such assignment and assume all obligations of Assignor under the Purchase Agreement on the terms and conditions set forth herein.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing, the parties hereto, each intending to be legally bound, covenant and agree as follows:

1. Recitals. The recitals set forth above are integral parts of this Assignment and shall be deemed to be a part hereof.
2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee, effective as of the date hereof, all of Assignor's right, title, and interest in, to and under the Purchase Agreement and all of Assignor's rights and obligations (to the extent accruing from and after the date hereof) thereunder. All terms and conditions of the Agreement shall remain in full force and effect. Effective as of the date of this Assignment, the term "Buyer" as used in the Purchase Agreement shall mean and refer to Assignee.
3. Acceptance and Assumption. Effective as of the date of this Assignment, Assignee hereby accepts such assignment and agrees to be bound by all of the terms and conditions set forth in the Purchase Agreement and to assume and perform, when due, all of the obligations of Assignor under the Purchase Agreement accruing from and after the date hereof.
4. Benefit. This Assignment is intended solely to benefit the parties and shall not create any liabilities to any other parties (other than the contracting parties of the Purchase Agreement) or expand any liabilities to any other parties.

5. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed and construed in accordance with the domestic, internal laws of the State of New Hampshire without regard to its rules pertaining to conflict of laws.

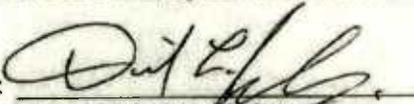
7. Severability. In the event that any term, condition or covenant of this Assignment shall be held to be invalid, illegal or unenforceable in whole or in part, neither the invalidity of the remaining part of such term, covenant or condition, nor the validity of any other term, covenant or condition of this assignment shall in any way be affected thereby.

8. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Assignment may deliver an executed copy hereof by facsimile transmission and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

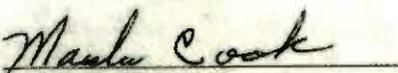
Dated the day and year first above written.

ASSIGNOR:

Town of Sullivan, By Its Selectboard

By: 
David Jakway, Chairman

By: 
Paul Bolduc

By: 
Marsha Cook

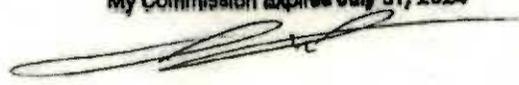
ASSIGNEE:

Fibercast Corporation

By: 
Gent Cav, President



JASON E. TAYLOR
Notary Public - New Hampshire
My Commission Expires July 31, 2024



STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 22-040

FROM: Stephen G. LaBonte 
Administrator

DATE: November 4, 2022

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

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

Approved by the Long Range
Capital Planning & Utilization
Committee November 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 0.25 +/- of an acre of state-owned land within the Limited Access Right of Way (LAROW), located on the southerly side of NH Route 9 (Mount Major Highway) in the Town of Sullivan. The sale will be direct to the Town of Sullivan (Town) for \$4,600.00, which includes the \$1,100.00 administrative fee. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Town would like to acquire the parcel for the location of its Broadband Head End for Fibercast (broadband provider). The Town stated in its request that the subject parcel is a prime location, and it is only a block away from a Consolidated Communications shed. The requested access to this parcel will be from Apple Hill Road.

The parcel, consisting of 0.25 +/- of an acre, is a portion of a larger parcel acquired in 1969 from Vincent and Lucille Wichland. At the time of the acquisition, the Department acquired portions of three separate parcels at a combined area of 8.78 +/- acres for the sum of \$14,500.00. Two of the parcels acquired were improved with structures that have since been removed. After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs, and available for disposal. This parcel will be conveyed with the following condition:

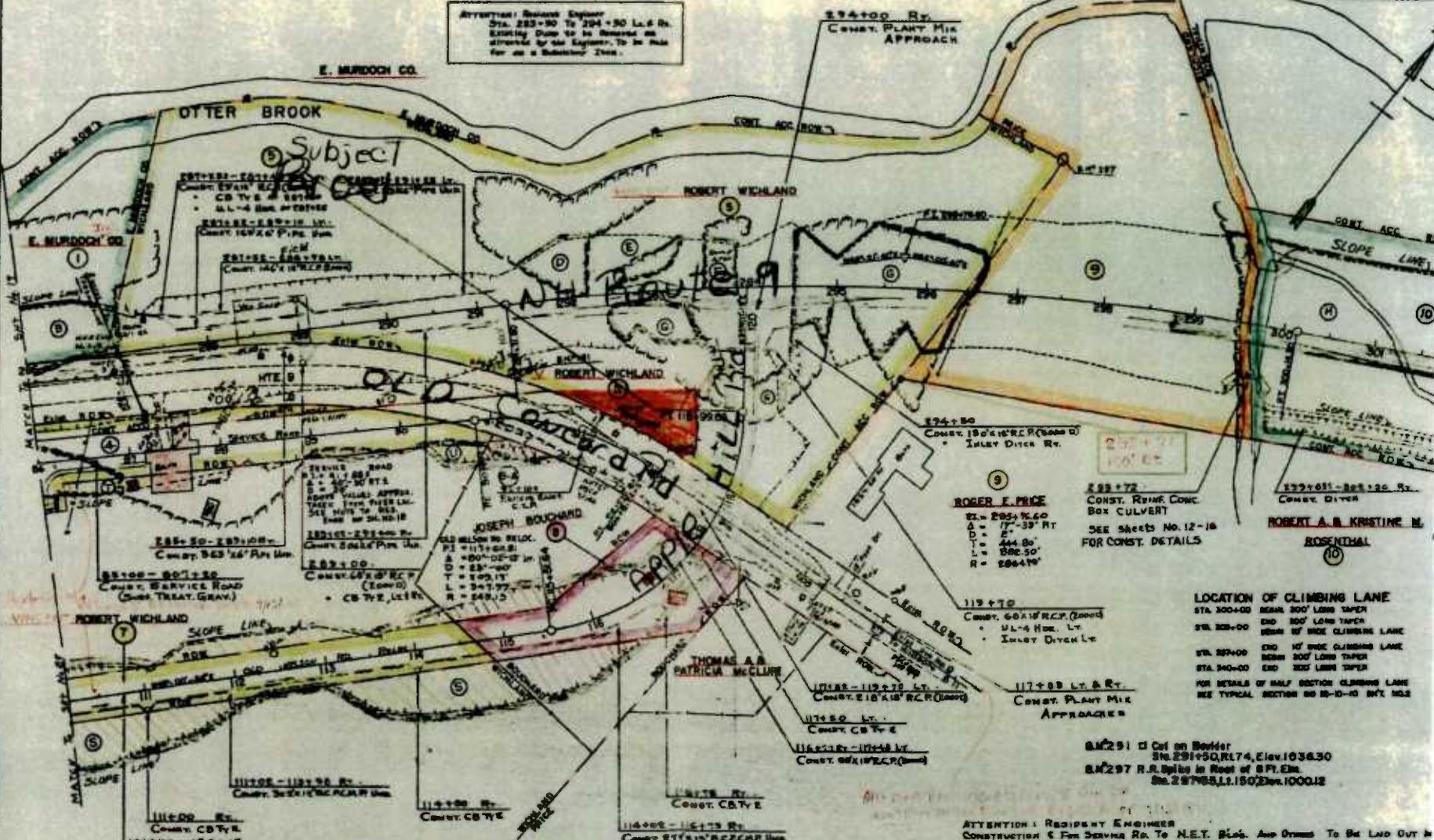
- The Town will be required to solicit a NH Licensed Land Surveyor, to survey and prepare a Boundary and Right of Way Adjustment plan, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan in the Cheshire County Registry of Deeds, from which the Department will prepare the conveyance deed.

A Staff Appraiser from the Department evaluated the subject property and concluded it does have an independent highest and best use. They then prepared a market value appraisal using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's market value as of September 9, 2022, was concluded to be \$3,500.00.

The Department respectfully requests authorization to sell the subject parcel as outlined within this request.

SGL/SJN/jl
Attachments

ATTENTION: RESIDENT ENGINEER
 STA. 283+30 TO 294+30 L.S. R.
 ELEVATION DATA TO BE REMOVED AND
 APPROVED BY THE ENGINEER, TO BE MADE
 FOR AN A. SUBMITTAL DRAWING.



111700 - 112000 R.L.
 CONST. OLD NELSON ROAD
 RELOCATION

PARCEL NO.	OWNER	TAKE (ACRES)	REMAINER (LT. BY)	REVISION
1	E. MURDOCK CO.	3.32	1.17	0
2	ROBERT WICHLAND	0.27	0	1/1

ROGER F. PRICE
 ST. = 283+76.00
 Δ = 17'-33" RT
 D = 5'
 T = 444.00'
 L = 888.50'
 R = 888.475'

283+72
 CONST. REINF. CONC.
 BOX CULVERT
 SEE SHEETS NO. 12-14
 FOR CONST. DETAILS

ROBERT A. & KRISTINE M. ROSENTHAL

LOCATION OF CLIMBING LANE
 STA. 200+00 BEAR 300' LONG TAPER
 STA. 208+00 END 300' LONG TAPER
 BEGIN 10' SIDE CLIMBING LANE
 STA. 209+00 END 10' SIDE CLIMBING LANE
 BEGIN 300' LONG TAPER
 STA. 210+00 END 300' LONG TAPER
 FOR DETAILS OF HALF SECTION CLIMBING LANE
 SEE TYPICAL SECTION 80-10-10-DT M.S.D.

B.M. 291 □ On Boulder
 Sgs. 291+50, R.L. 74, Elev. 1036.30
 B.M. 297 R.R. Spike in Road of S.F.R. Co.
 Sgs. 297+63, L.S. 150, Elev. 1000.12

ATTENTION: RESIDENT ENGINEER
 CONSTRUCTION & FOR SERVICE RD. TO N.E.T. Bldg. AND OTHERS TO BE Laid OUT IN
 FIELD. ESTABLISH R.O.W. LINE ON RT. AS FOLLOWS: FROM 285+55 MAIN RD., LAYER
 FROM 201+31.80 P.C. MAIN RD., LAYOUT 100 FT. RT. THIS WILL BE THE LIMIT OF CONC.
 ACCESS R.O.W.
 THEN LAYOUT A LINE 25 FT. PARALLEL & TO RT. OF R.O.W. LINE, TO THE E. OF
 PROPOSED SERVICE RD. EXTEND & OF EAST. RT. 9 ON 800 STS. BACK TO EFTAN

**Town of Sullivan
Tax Property Boundaries - Map 6 of 6**

Scale 1:11,000

Map Not Intended For Site Specifications

MAY 2019

<ul style="list-style-type: none"> 001 Road Closure Class I Class II Class III Class IV Class V Class VI Marking Utility 	<ul style="list-style-type: none"> Waterbody Wetland Subdivision Unsubdivided Parcel Boundary Tax Map Index
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