Sam

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

74

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 20, 2024

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 12.21 +/- acres of state-owned land on the easterly side of the F.E. Everett Turnpike in the Town of Hooksett. The sale will be direct to The Richmond Company, Inc. (Buyer), for $137,100, which includes the $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 100% Turnpike Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2025 $1,100
04-096-096-960017-0000-UUU-409278 Sale of Parcel (100% of $136,000)	FY 2025 $136,000

EXPLANATION

The Buyer is requesting this parcel of land to combine with the two abutting parcels they are in the process of acquiring for development purposes.

This parcel has been reviewed by the Department and was determined to be surplus to our operational needs and available for disposal. The parcel will be sold with the following conditions:

- The Buyer will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, the utility easement, and all other easements of record, 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 Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed.

- The Buyer will be responsible for all local and state land use approvals precedent to the closing.
- The parcel is landlocked with no access given to either Interstate 93 or any other public way.
- The parcel is encumbered with an existing utility easement located on the westerly side.

At the September 15, 2023, meeting of the Long-Range Capital Planning and Utilization Committee the request (LRCP 23-033) was approved, allowing the Department to sell the 12.21 +/- acres of state-owned land direct to the Buyer, for the market value of $136,000 and to assess the $1,100 administrative fee, of which $500 was previously received.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Hooksett and received no response.

Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and has expressed no interest in the property.

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

Respectfully,

William J. Cass, P.E.
Commissioner

WJC/SJN
Attachments

Newman, Sandra

From: Andrew Burek <aburek@richmondco.com>
Sent: Wednesday, March 27, 2024 2:06 PM
To: Newman, Sandra
Cc: Phil Pastan; Kathryn Fossa
Subject: RE: Hookset - P&S Agreement for Sale of State Land

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Sandra,

Yes, the value is acceptable. Please forward a revised P&S to me.

Thank you,

Andrew

THE RICHMOND COMPANY, INC.

Andrew D. Burek
General Counsel
23 Concord Street
Wilmington, MA 01887
Direct Dial: 978-229-5049
Fax: 978-988-3950
aburek@richmondco.com

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From: Newman, Sandra <Sandra.J.Newman@dot.nh.gov>
Sent: Tuesday, March 26, 2024 11:24 AM
To: Andrew Burek <aburek@richmondco.com>
Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>
Subject: RE: Hookset - P&S Agreement for Sale of State Land

Good morning, Attorney Burek

I hope this email finds you well.

The review of the draft survey with the Departments inhouse LLS's is almost done. Once I have that back, any comments will be forwarded over to you and the surveyor to address. As for the value, we can reduce that down to $136,000. If this is acceptable, please let me know so that I can revise the P&S accordingly.

Thank you in advance for your time and patience. I hope you have a wonderful rest of your day.

Sandra J. Newman
Property Agent
Department of Transportation
Bureau of Right of Way
P) 603-271-4267
E) sandra.j.newman@dot.nh.gov

New Hampshire DOT
Department of Transportation

From: Newman, Sandra <Sandra.J.Newman@dot.nh.gov>
Sent: Friday, March 22, 2024 11:07 AM
To: 'Andrew Burek' <aburek@richmondco.com>
Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>
Subject: RE: Hookset - P&S Agreement for Sale of State Land

Good morning, Attorney Burek

I hope this email finds you well.

The Department inhouse LLS's are in the process of reviewing the survey that was provided. As for the value, a determination has not been made yet. My Administrator had been out on leave and upon their return had other high priority items that needed his full attention. I am hoping to discuss this next week at out section meeting. I will be in touch.

Thank you in advance for your time and patience. I hope you have a wonderful day and an even better weekend.

Sandra J. Newman
Property Agent
Department of Transportation
Bureau of Right of Way
P) 603-271-4267
E) sandra.j.newman@dot.nh.gov

New Hampshire DOT
Department of Transportation

Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>
Subject: RE: Hookset - P&S Agreement for Sale of State Land

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Dear Sandra,

Thank you for reaching out. I am in receipt of a copy of the draft survey and now attach for the Bureau's review. Kindly let me know if you have any comments with respect to the drawing.

Please also note as we discussed that the survey calculates +/- 3.5 fewer acres of land than public record disclosed for the property. As you know, Mr. Heath's appraisal of the property arrived at value conclusions based (at least partially) upon the additional value to the buyer of incorporating an additional +/-15.6 acres into the master tract (originally consisting of +/-69 .02acres) resulting in a total +/-84.62 acre tract. Assuming the accuracy of the surveyor's calculations, the resulting tract will instead be +/- 81.23 acres in total. Implementing the same valuation methodology as the appraiser, the 'After' value conclusion would be modified to $2,400,000 (81.23 * $29,500 rounded), and a revised contributory value of $50,000.00 (the new value of $2.4MM less the as-is value of $2.35MM). The net contributory value / purchase price then is $43,900 after reducing the contributory value by the administrative fee and required survey costs.

I would appreciate if you would please indicate whether the purchase price for the surplus property can be modified based on these changes at this point in the process.

Additionally, I reviewed the proposed contract and, after further title research, I believe that the property description in the recitals paragraph will require editing. In reviewing the 1955 Project Plans (P-2650-Z), the locus property appears to be Parcel 3008 and source of title is from deed recorded with MCRD at Book 773, Page 263. I have only a few additional requests with respect to the draft contract:

1. In paragraph 2.1, I'd like to modify the timeframe to begin running from the approval of the Governor and the Executive Council consistent with the closing date determination, instead of beginning with execution of the contract. Similarly, we'd like to extend the time to 30-days from approval instead of 15.

2. I'd like to include a default damages provision which would limit Buyer's damages in the event of default to the amounts paid through the date of default.

Please advise if these changes will be acceptable to the Bureau and I will propose language for the contract.

Sincerely,

Andrew

THE RICHMOND COMPANY, INC.

Andrew D. Burek
General Counsel
23 Concord Street
Wilmington, MA 01887
Direct Dial: 978-229-5049

(5646-3006)

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

LRCP 23-033

FROM: Stephen G. LaBonte
Administrator

DATE: August 25, 2023

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

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

Approved by the Long Range Capital Planning & Utilization Committee September 15, 2023

TO: Representative Mark McConkey, 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 15.6 +/- acres of state-owned land, located on the easterly side of F. E. Everett Turnpike (a/k/a Interstate 93) in the Town of Hooksett. The sale will be direct to The Richmond Company, Inc. (Grantee) for $145,000.00, which includes the $1,100.00 administrative fee. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Grantee requested this parcel of land to add to the two abutting parcels they are in the process of acquiring for development purposes. The Grantee's intent is to merge the three parcels into one parcel.

The parcel is a portion of a larger parcel acquired in 1955 for the construction of the Turnpike and is encumbered with a utility easement. The Department acquired 69 +/- acres from Harold B. and Myra J. Kimball, via Warranty Deed, for $2,372.22. 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 conditions:

- The Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, and the utility easement, 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 Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Grantee is responsible for all local and state land use approvals precedent to the closing.
- This parcel will be conveyed with no access to either Interstate 93 or any other public way.

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 requirements of the Right of Way Manual and the Uniform Standards of Professional Appraisal Practice. The property's opinion of market value as of May 5, 2023, was determined to be $143,900.00.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Hooksett.

Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

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

SGL/SJN/jl
Attachments

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NEW HAMPSHIRE HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
NOV 06 2023
RECEIVED

November 1, 2023

Stephen G. LaBonte, Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Hooksett property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Hooksett, described in your letter of September 21, 2023.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures

EXHIBIT 3

N.H. Code Admin. R. Lan 503.09

Current through Register Vol. 42, No. 41, October 13, 2022

Section Lan 503.09 – Plats

(a) For results of a survey where a plat is prepared, the plat shall identify the tract or parcel and contain enough information so that the boundaries of the parcel of interest can be located with certainty in the future by a competent land surveyor.

(b) As appropriate to the purpose of the survey, a survey plat shall contain, but not be limited to, containing the following:

(1) The municipality, date, scale, bar scale, and description or purpose of the plan;

(2) The name and address of the company or individual which prepared the plat, or both, and the name and seal of the licensed land surveyor;

(3) Owner of record with a mailing address, assessor's parcel number, and title reference;

(4) Meridian arrow and origin with the date of observation or reference plat;

(5) Vicinity map;

(6) Bearing and horizontal distances on all pertinent property lines;

(7) Curved boundary lines showing radius, delta, and length;

(8) On non-tangent curves, a course and distance of the long chord shall be shown;

(9) Irregular boundaries without curves, such as rivers or streams, or with curves which have no definable geometry, shall have sufficient information to mathematically close the plat;

(10) Tie lines, when used, shall be noted that they are not property lines;

(11) All monuments set or found, including monuments with tie lines on which establishment of the corners of the surveyed premises are dependent;

(12) Monuments shall be described as to material, and the relation of the monument to the surveyed lines and/or corner;

(13) Lines of possession where they affect the surveyed boundaries;

(14) Abutters with title reference and assessor's parcel number;

(15) Easement and right-of-way limits, references to easements and encumbrances of record, whether private or public and evidence of any unwritten interests observed, to the extent that they have a physical effect on the land;

(16) Revision dates and purposes;

(17) Legend, unless symbols are clearly identified within the plat;

(18) Man-made structures pertinent to the purpose of the surveyed project;

(19) Plats and data relevant to the survey;

(20) Any record evidence of a cemetery or burial ground shall be duly noted on the plat unless such cemetery or burial ground is located on the plat;

(21) The area of the subject tract or parcel, expressed in acres unless the area is less than 2 acres, in which case the area may be expressed in square feet;

(22) If a boundary, easement, or right-of-way shown on the tract is an elevation, the referenced datum shall be noted on the plat along with at least one permanent benchmark with reference elevation;

(23) All benchmarks shall be adequately described on topographic surveys or boundary surveys when property lines are defined by an elevation to enable it to be recovered at a later date;

(24) A certification by the land surveyor stating the method and classification of the survey or the precision and accuracy attained; and

(25) If coordinates of positions are shown the following shall also be included:

a. The units of reported coordinates;

b. The horizontal datum and coordinate system of the horizontal coordinates;

c. Vertical datum of the vertical coordinates; and

d. Basis of bearings.

N.H. Code Admin. R. Lan 503.09

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 17th day of May, 2024, 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 (hereinafter referred to as the "Department") and The Richmond Company, Inc. or their designee at closing (under common control), with a principal address of 23 Concord Street, Wilmington, MA 01887 (hereinafter 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 consisting of 12.21 +/- acres of vacant land on the easterly side of F. E. Everett Turnpike, a/k/a Central New Hampshire Turnpike, Hooksett New Hampshire, and identified as Parcel 3006 on the F.E. Everett Turnpike P-2650-Z Project Plans, and in the Town of Hooksett Tax Records as Map 29, Lot 1, hereinafter referred to as "Property". More particularly being a portion of the Property described in the Warranty Deed recorded on July 13, 1955, in the Merrimack County Registry of Deeds at Book 773, Page 263.

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 easterly side of F. E. Everett Turnpike, Hooksett, New Hampshire, consisting of 12.21 +/- acres of unimproved land as described above.

II. The Department is disposing of the Property, as it has been determined surplus to the Department's needs.

III. The Buyer is afforded the ability to acquire the Property by NH RSA 4:39-c.

IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department.

V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, under 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 in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of 12.21 +/- acres of land, as shown on **EXHIBIT 1**: Hooksett Tax Map 29, Lot 1, and **EXHIBIT 2**: Parcel Mosaic Viewer, **EXHIBIT 3**: NH Code of Administrative Rules 503.09.

1.2. ***Purchase Price***: The Buyer shall acquire the Property for the sum of ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED DOLLARS ($136,600) due at closing. The amount due at closing includes the remaining balance of the $1,100 administrative fee of $600 ($500 previously received).

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 "Treasurer State of New Hampshire", and presented to the Department at the closing and conveyance of the Property.

1.4. ***Conditions of sale***: The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS" with the following sale conditions to be satisfied before closing.

1.4.1 The Buyer is required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, and all easements of record, 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 Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed.

1.4.2 The Buyer shall be responsible for all local and state land use approvals precedent to the closing.

1.4.3 The Property is landlocked with no access to either Interstate 93 or any other public way.

1.5. ***Access to Property***: The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property to complete 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 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 of the Buyer's activities under 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 to complete 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 for $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 the Department, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any 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 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 by Quitclaim Deed 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 and

b) Provisions of building and zoning laws in effect at the time of the Closing.

1.8. ***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.

1.9. ***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.

1.10. ***Department's Disclosures:*** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.

1.11. ***Casualty and Condemnation***: In the event that the Property, before 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 thirty (30) 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 said time frame, then any objections to the title are waived.

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

3.1 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. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.

3.2 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.

3.3 Except as outlined 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.

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 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.

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

4.1 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 of this Agreement subject to the Department seeking and obtaining approval by the Governor and Executive Council under RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.

4.2 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.

4.3 Except as outlined 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.

4.4 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.

5 GENERAL PROVISIONS

5.1 ***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.

5.2 ***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, that requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

5.3 ***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.

5.4 ***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.

5.5 ***Exhibits.*** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.

5.6 ***Governing Law***. This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.

5.7 ***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.

5.8 ***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.

5.9 ***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.

5.10 ***Survival of Agreement***. The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.

5.11 ***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.

5.12 ***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.

5.13 ***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 the law unless expressly set forth herein.

5.14 ***Time of the Essence.*** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.

5.15 ***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.

5.16 ***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 to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.

5.17 ***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.

5.18 ***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: Hooksett Tax Map 29

EXHIBIT 2: Parcel Mosaic Viewer

EXHIBIT 3: NH Code of Administrative Rules 503.09

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BUYER:

THE RICHMOND COMPANY, INC.

By: _____ Date: 5/17/2024

Printed: _____
PHILIP PASTAN, its PRESIDENT
Duly Authorized

~~STATE OF NEW HAMPSHIRE~~ Commonwealth of Massachusetts
COUNTY OF Middlesex

Signed or attested before me on the 17th day of May, 2024.

_____
~~Justice of the Peace~~/Notary Public

(Seal)

Andrew D. Burek
My Commission Expires September 25, 2026
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

My Commission Expires: 9/25/2026

SELLER:

STATE OF NEW HAMPSHIRE

By: _____ Date: 5/20/24
Stephen G. LaBonte
Administrator, Bureau of Right-of-Way
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on 20th day of May, 2024.

Sandra J. Newman
~~Justice of the Peace~~/Notary Public

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

(Seal)

My Commission Expires: Nov 25, 2024

Initial_____

EXHIBIT 1

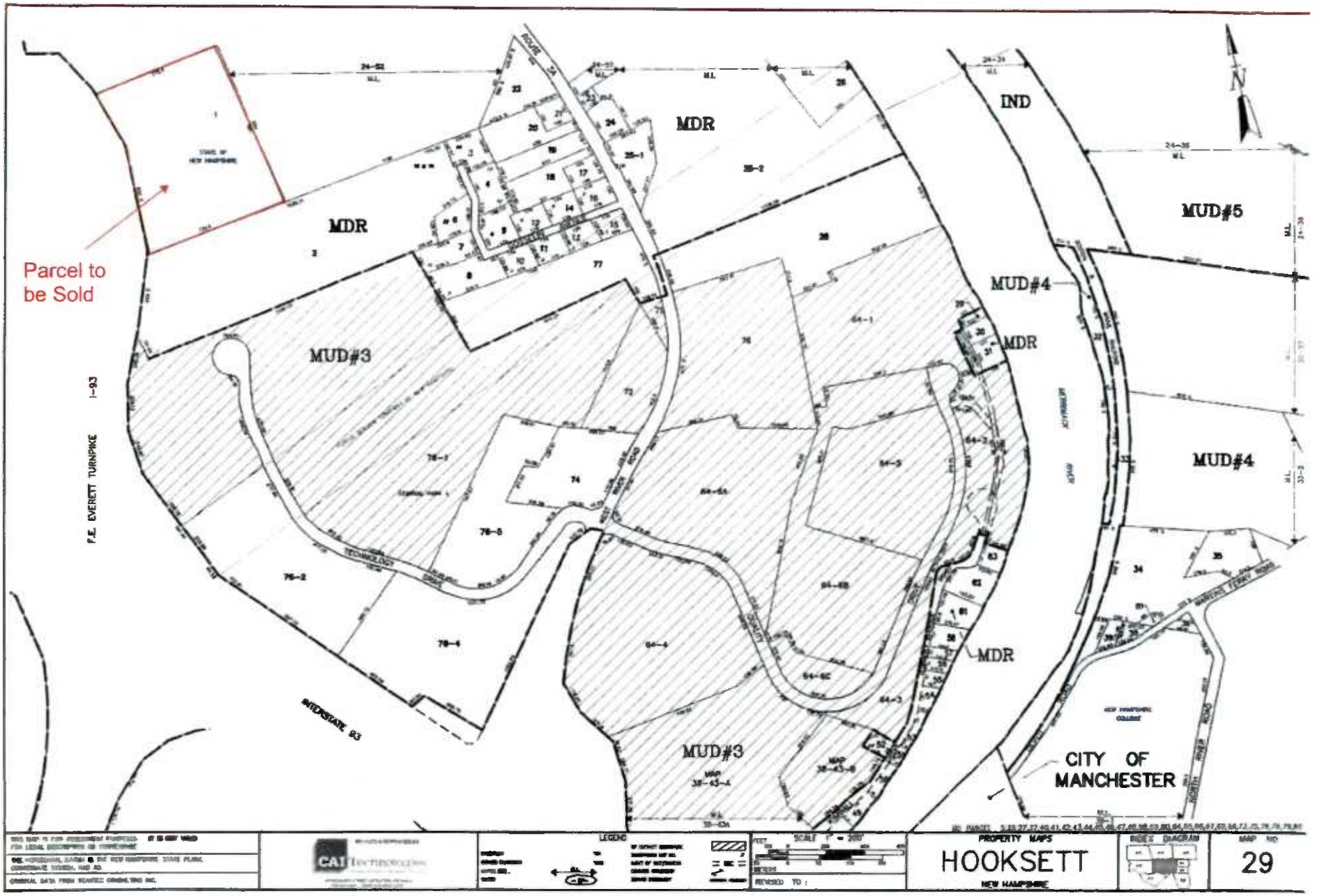
Parcel to be Sold
MDR
MUD#3
MDR
IND
MUD#5
MUD#4
MDR
MUD#4
MDR
MUD#3
CITY OF MANCHESTER
F.E. EVERETT TURNPIKE
I-93
INTERSTATE 93
PROPERTY MAPS
HOOKSETT
NEW HAMPSHIRE
MAP NO
29

EXHIBIT 2

Parcel Mosaic Viewer

300ft

-71.467 43.055 Degrees