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His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
New Hampshire State House  
107 North Main Street  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 188-F:6, XIII-a, and contingent upon approval of the Department of Administrative Services' corresponding request for authorization to execute a confirmatory deed and to waive the State's right of first refusal, the Community College System of New Hampshire (CCSNH) hereby requests approval to sell surplus land in Bennington, New Hampshire (Bennington Tax Map 19, Lot 16), respectively, to David Briggs, PO Box 218, Nashua, New Hampshire 03061, for the aggregate sale price of Forty-two Thousand Five Hundred Dollars (\$42,500.00) and on such other terms and conditions as are set forth in that certain Purchase and Sales Agreement dated effective March 5, 2024, a copy of which is attached hereto.

**EXPLANATION**

On July 17, 2007, the former New Hampshire Department of Regional Community Technical Colleges (DRCTC) ceased to be an executive branch agency of the State of New Hampshire and became the Community College System of New Hampshire, a separate and independent corporate entity, pursuant to Laws 2007, Chapter 361. Four years later, RSA 188-F:1-a was enacted to complete the transition by effectuating the transfer of ownership of all real and personal property of the former DRCTC from the State of New Hampshire to the Trustees of the CCSNH. By operation of Laws 2011, 199:4, the effective date of such transfer was August 19, 2011. Included among the real property of the former DRCTC so transferred is the one (1) parcel formerly used by the Manchester Campus of Manchester Community College (MCC) that is now under contract to be sold (the "Property"). Therefore, RSA 188-F:6, XIII-a applies to the proposed sale of the Property.

As required by RSA 188-F:6, XIII-a, the proposed sale of the Property was approved by the Long Range Capital Planning and Utilization Committee on September 15, 2023 (LRCP 23-035).

Based on the forgoing, I respectfully recommend approval of the proposed sale of the Property.

Sincerely,

Mark Rubinstein  
Chancellor, Community College System of NH



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

**From:** Matthew Moore, CCSNH Director of Facilities and Capital Planning  
Community College System of NH

**Date:** September 5, 2023

**Subject:** Proposed Sale – (RSA 188F:6, XIII-a)  
One Bennington parcel at Manchester Community College

The Honorable Mark McConkey, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B. – Room 201  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 188-F:6, XIII-a (Community College System of New Hampshire, Authority of the Board of Trustees), the Trustees of the Community College System of New Hampshire (the "Trustees") hereby request approval to sell surplus land in Bennington, New Hampshire, acquired prior to the effective date of the cited statutory provision, subject to the right of first refusal held by the State of New Hampshire and the approval of the Governor and Executive Council pursuant to said provision.

**EXPLANATION**

The subject property that the Trustees propose to sell (the "Property") consists of one unimproved parcel of land in Bennington for which the CCSNH has never had a need or use, located along Gillis Hill Road (Bennington Tax Map 19, Lot 16). The parcel consists of a subdivided but otherwise unimproved single-family house lot approximately 1.4 acres in size that was transferred to the CCSNH in December 1993. The Property was acquired by the CCSNH as a no-cost gift.

RSA 188-F:6, XIII-a states, in pertinent part:

**188-F:6 Authority of the Board of Trustees.** – The trustees shall have the management and control of all the property and affairs of the community college system, all of its colleges, divisions, and departments. In addition to this authority, the trustees are authorized to:

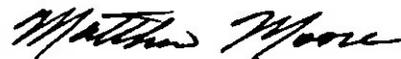
XIII-a. Enter into a contract for the sale of real property with the prior approval of the long range capital planning and utilization committee and governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This paragraph shall not apply to real property acquired by the community college system of New Hampshire after the effective date of this paragraph.

The parcel of land that the Trustees propose to sell was acquired before the effective date of the foregoing statutory provision. Pursuant to 2011 N.H. Laws 199:4, the effective date of such provision was August 19, 2011.

In response to an August 31, 2023 email request for supplemental current value information from the Legislative Budget Assistant's office (LBAO): the Bennington parcel was appraised as having an "as-is" market value of Forty Thousand Dollars (\$40,000.00) as of March 28, 2023. However, the Trustees note that RSA 188-F:6, XIII-a includes no pricing requirement and therefore request no sale price approval from this honorable Committee. Also, by complying with the LBAO's supplemental information request, the Trustees note that this valuation information is now publicly disclosed as part of this request for Committee action and could therefore inadvertently impose an artificial ceiling on offer prices from prospective buyers.

For the foregoing reasons, the Trustees hereby request approval to sell the Property subject to the State's right of first refusal and approval of the Governor and Executive Council in accordance with RSA 188-F:6, XIII-a.

Respectfully submitted,

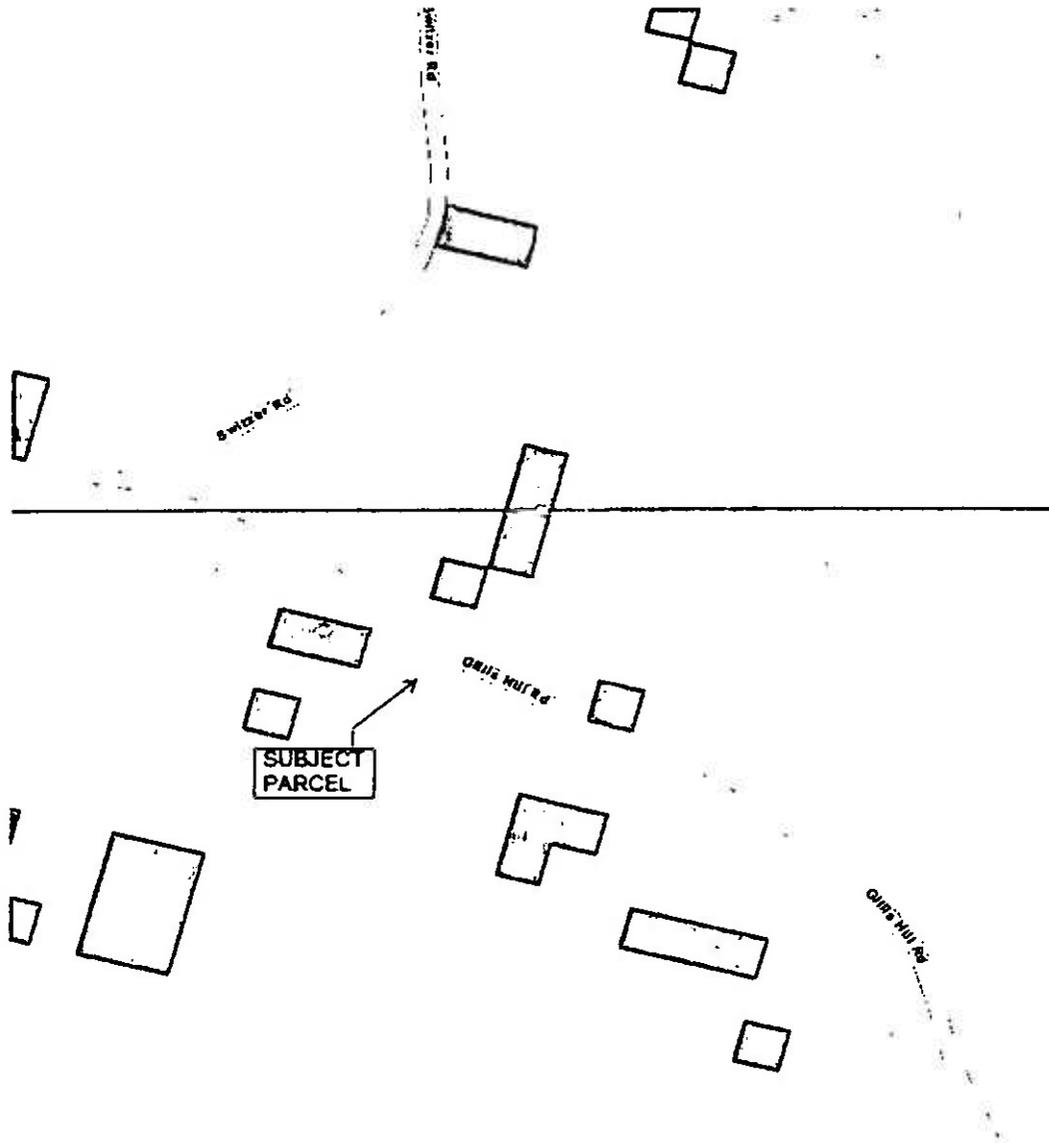


Matthew Moore  
Director of Capital Planning and  
Development, CCSNH

Attachments

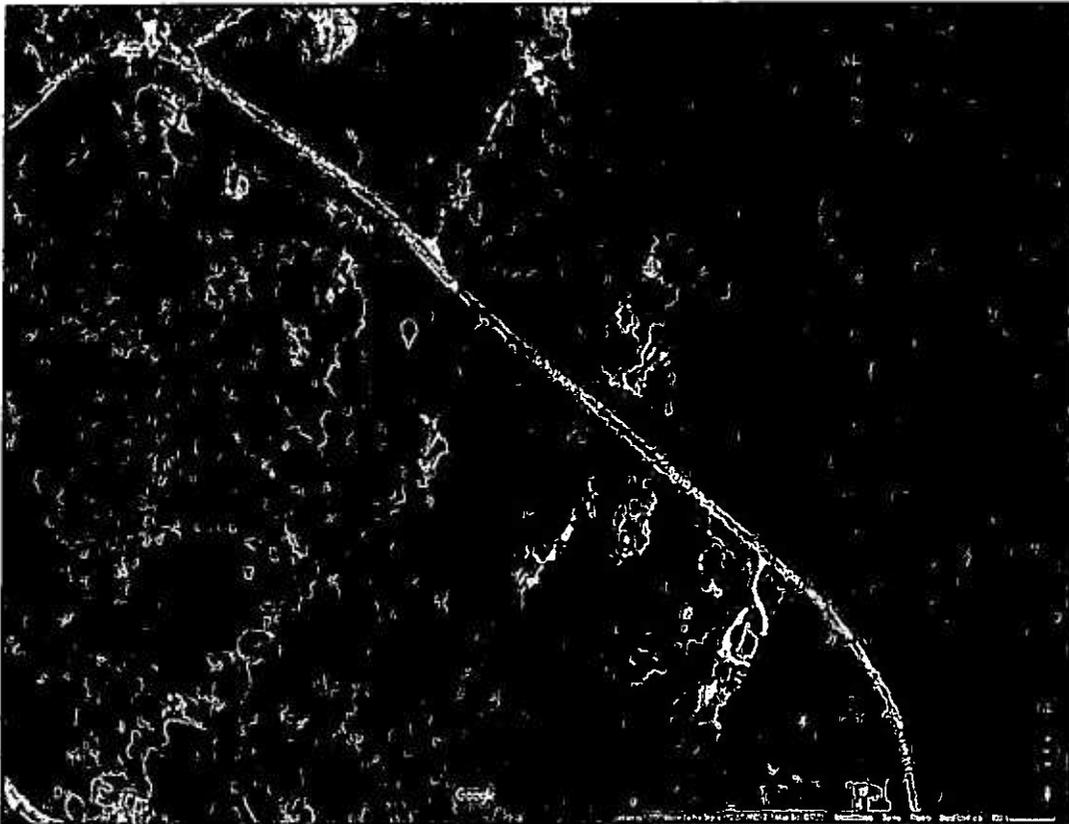


Community College System of New Hampshire  
Gillis Hill Road, Bennington (Tax Map 19, Lot 16)  
Location Map



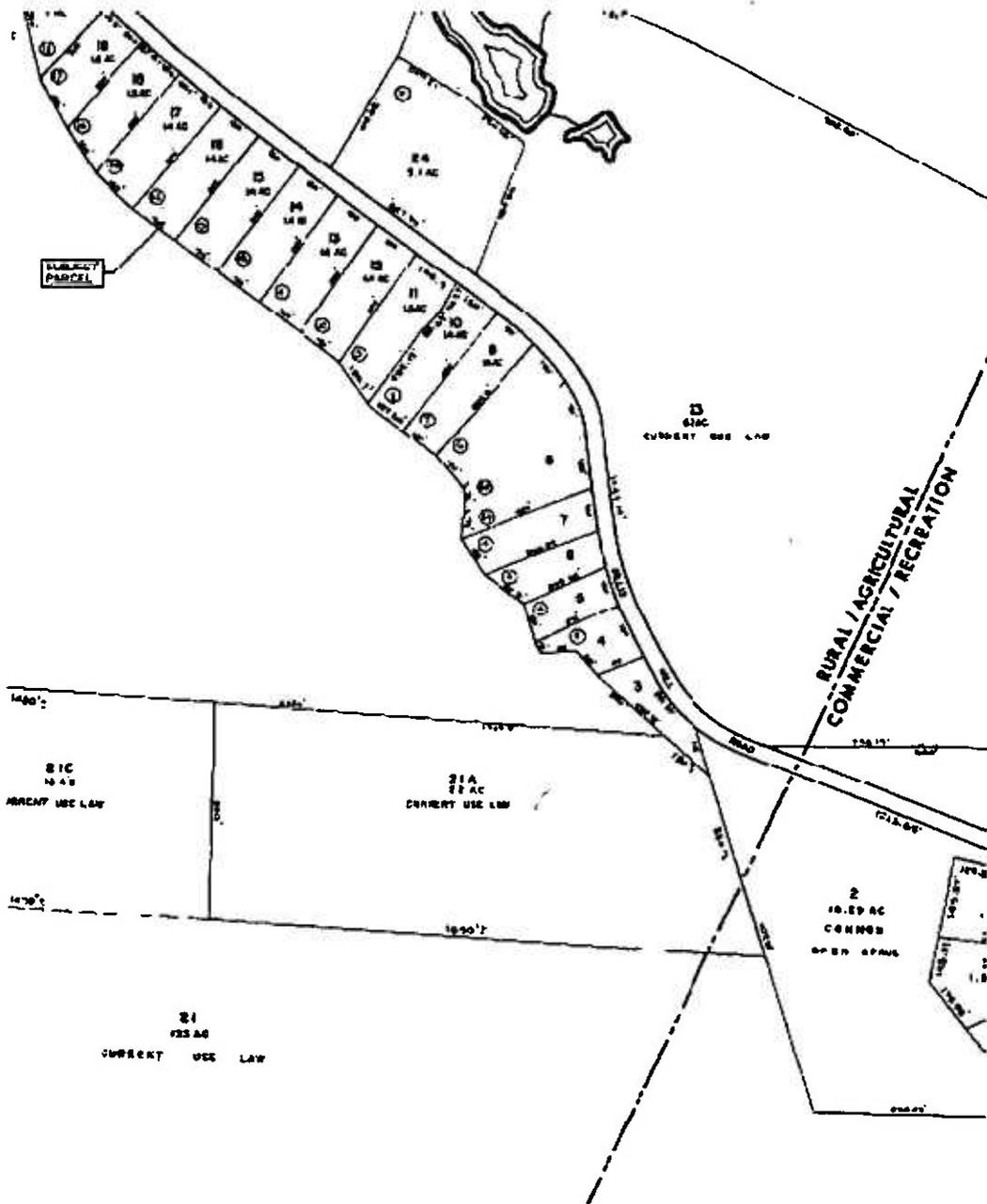


**Community College System of New Hampshire  
Gillis Hill Road, Bennington (Tax Map 19, Lot 16)  
Aerial Map**





Community College System of New Hampshire  
Gillis Hill Road, Bennington (Tax Map 19, Lot 16)  
Tax Map





PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



March 5, 2024 (EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 5th day of March, 2024 between CCSNH ("SELLER") of 26 College Drive, Concord, NH, Zip 03301 and David Briggs

("BUYER") of PO Box 218, Nashua, NH, Zip 03061

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Bennington located at 0 Gillis Hill Rd, Hillsborough County, Book 5140, Page 0901, Date (PROPERTY).

3. The SELLING PRICE is Forty-Two Thousand, Five Hundred Dollars \$42,500.00. A DEPOSIT in the form of check is to be held in an escrow account by H.G. Johnson Real Estate ("ESCROWAGENT"). BUYER [X] will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$41,500.00 will be delivered on or before [blank]. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$41,500.00.

4. DEED: Marketable title shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before August 7, 2024 at TBD or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within N/A hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: H.G. Johnson of HG Johnson Real Estate is a [X] seller agent [ ] buyer agent [ ] facilitator [ ] disclosed dual agent\*

[ ] of [ ] is a [ ] seller agent [ ] buyer agent [ ] facilitator [ ] disclosed dual agent\* \*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

[ ] NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ [blank].

SELLER(S) INITIALS [MR] / BUYER(S) INITIALS [DB] /

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- 9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect...
10. PRORATIONS: Taxes, condo fees, special assessments; rents, water and sewage bills shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures N/A

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [ ] YES [X] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE: [DB]

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i. Perc/Soil Test, j. [blank].

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [ALR] / BUYER(S) INITIALS [DB]

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- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.  
**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING**  
**HERE:** \_\_\_\_\_

**15. DUE DILIGENCE:** This Agreement is contingent upon BUYER'S satisfactory review of the following:

- |                                    | YES                      | NO                                  |  | YES                      | NO                                  |
|------------------------------------|--------------------------|-------------------------------------|--|--------------------------|-------------------------------------|
| a. Restrictive Covenants of Record | <input type="checkbox"/> | <input checked="" type="checkbox"/> | d. Condominium documentation per N.H. RSA 356-B:58 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Easements of Record/Deed        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | e. Co-op/PUD/Association Documents                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Park Rules and Regulations      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | f. Availability of Property/Casualty Insurance     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|                                    |                          |                                     | g. Availability and cost of Flood Insurance        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If such review is unsatisfactory, BUYER must notify SELLER in writing within N/A days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

**16. LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

**17. PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

**18. FINANCING:** This Agreement (  is ) (  is not ) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \_\_\_\_\_ TERM/YEARS n/a RATE \_\_\_\_\_ MORTGAGE TYPE n/a

Cash transaction

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS MR / \_\_\_\_\_ BUYER(S) INITIALS DB / \_\_\_\_\_

**PURCHASE AND SALES AGREEMENT**  
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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within       N/A       calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by \_\_\_\_\_ ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller       MJ       Buyer       DB      

SELLER(S) INITIALS       MJ       / \_\_\_\_\_ BUYER(S) INITIALS       DB       / \_\_\_\_\_

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19. ADDITIONAL PROVISIONS:

Offer is subject to satisfactory soil test to deem the property to be a buildable lot of record per the town of Bennington.

This "offer" is subject to the CCSNH Board and Governor & Executive Council approval.

20. ADDENDA ATTACHED: [ ] Yes [X] No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

DocuSigned by: David Briggs 3/5/2024 | 7:58 AM PST
BUYER DATE/TIME BUYER DATE/TIME

David Briggs PO Box 218 MAILING ADDRESS MAILING ADDRESS

Nashua NH 03061 CITY STATE ZIP CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

DocuSigned by: Mark Rubinstein 3/5/2024 | 2:04 PM PST
SELLER DATE/TIME SELLER DATE/TIME

CCSNH 26 College Drive MAILING ADDRESS MAILING ADDRESS

Concord NH 03301 CITY STATE ZIP CITY STATE ZIP