

Sam



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

40A



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
October 8, 2024

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), in accordance with RSA 4:39-c, seeks authorization to sell approximately 0.59 acres of state-owned land situated at the corner of Smyth Road and Radburn Streets in the City of Manchester. The proposed buyer, Torrington Properties, Inc. (Buyer), has agreed to purchase the land for \$75,000 plus an administrative fee of \$1,100. Torrington Properties has requested the parcel on behalf of Manchester Venture LLC. The total amount for the sale will be \$76,100. This transaction will take effect upon approval by the Governor and Executive Council.

The Department's Bureau of Finance and Contracts has confirmed that the parcel was initially acquired using 90% Federal Funds and 10% Highway Funds.

Receipts are to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2025</u>
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	<u>FY 2025</u>
Sale of Parcel	\$7,500
(10% of \$75,000)	
04-096-096-963515-3054-401771	<u>FY 2025</u>
Consolidated Federal Aid	\$67,500
(90% of \$75,000)	

EXPLANATION

As noted above, the Department is reviewing the Buyer's request to acquire state-owned land in conjunction with a project consisting of 3 apartment buildings. This project also involves the paving of Radburn Street, currently a Class VI highway, to connect to Smyth Road. Due to the proposed roadway grades, the slope would extend onto the state-owned land subject to this request.

The Department has deemed this parcel to be surplus to its operational needs, and available for disposal.

The sale will be subject to the following conditions:

- The Buyers must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way. Following approval from the Department, the surveyor is obligated to record the plan in the Hillsborough County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.
- The Buyers shall be responsible for obtaining any and all local and state land use approvals prior to closing.
- If any proposed construction or alteration of structures or temporary equipment on this property will exceed 200± feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA) via <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to the FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9.

At the Long-Range Capital Planning and Utilization Committee meeting on April 12, 2024, the request (LRCP 24-009) was approved, authorizing the Department to proceed with the sale of approximately 1.04 acres of state-owned land at \$83,100 inclusive of the \$1,100 administrative. The sale price is now set at the market value of \$75,000 for 0.59 acres with an additional administrative fee of \$1,100.

The Department formally sought interest from the City of Manchester, in accordance with RSA 4:39-c, and we have not received a response.

The Department formally sought interest from the New Hampshire Housing Finance Authority, in accordance with RSA 204-D:2, and we have not received a response.

The Department respectfully requests authorization to proceed with the sale of this land, subject to the conditions noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/EEA
Attachments

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 3rd day of October, 2024, by and between the State of New Hampshire, Department of Transportation (hereinafter the "Department" and/or the "Seller"), having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 and Torrington Properties Inc. or their designee (hereinafter the "Buyer"), having a principal address of 125 High Street, 5th Floor, Museum Building, Boston, Massachusetts 02110.

RECITALS

This Agreement relates to the sale of real estate consisting of approximately 0.59 acres of vacant land located at the corner of Smyth Road and Radburn Street in the City of Manchester (hereinafter the "Property"). More particularly being a portion of the Property described in a Warranty Deed recorded December 4, 1974, at the Hillsborough County Registry of Deeds in Book 2381, Page 508, and also being identified in the City of Manchester as Tax Map 470, Lot 19.

This Agreement amends, restates, and replaces the Purchase and Sales Agreement between the Buyer and Seller dated September 3, 2024 (the "September 3 Agreement"), and the September 3 Agreement is hereby terminated with no further force or effect.

This Agreement is entered into upon the basis of the following facts and intentions of the Department/Seller and the Buyer (hereinafter the "Parties"):

- I. The Department owns certain real estate located at the corner of Smyth Road and Radburn Street, Manchester, New Hampshire, consisting of approximately 0.59 acres of vacant land as described above.
- II. The Department is divesting the Property, as it has been deemed surplus to the Department's needs.
- III. The Buyer is afforded the ability to acquire the Property pursuant to New Hampshire State Law 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.
- VI. All Parties to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of approximately 0.59 acres as shown on **EXHIBIT 1: Manchester-Hooksett, I-93-1(109)23, P-10501 Project Plan, Sheet # 56-C** and **EXHIBIT 2: City of Manchester, Public GIS Map shown as Parcel 470-19.**
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)** due at closing. The amount due at closing also requires the remaining balance of **SIX HUNDRED DOLLARS (\$600)**, which will be credited towards the \$1,100 administrative fee for the processing of this request (\$500 was previously received). This will bring the total purchase price at closing to **SEVENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$75,600).**
- 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 to the Buyer.
- 1.4. **Conditions of sale:** The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS," with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee on April 12, 2024, and pending Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
 - 1.4.1 The Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a Perimeter Boundary Plan illustrating the existing Right of Way or any mutually agreed-upon adjustments (the "Survey"). All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 (listed as **EXHIBIT 3**) and encompass all elements outlined in the NHDOT Right of Way Layout Plan checklist (listed as **EXHIBIT 4**). All deflection points, Points of Tangent and Points of Curve shall be monumented and shown on the preliminary plans to be submitted to the Department for review and approval. Following approval from the Department, the surveyor is obligated to record the plan in the Hillsborough County Registry of Deeds. Upon request, the Buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.

- 1.4.2 The Buyer shall be responsible for obtaining all local and State land use approvals.
- 1.4.3 If any proposed construction or alteration of structures or temporary equipment on this property will exceed 200 +/- feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA) via <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to the FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under the US Code of Federal Regulations Title 14 Part 77.9 (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9>).
- 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 hold 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. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds at its expense.
 - 1.8. **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.
 - 1.9. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
 - 1.10. **Casualty and Condemnation:** In the event that the Property, before closing, is damaged by fire, flood, collapse, or other casualties, 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 (the "Title Examination Period"), to be reasonably satisfied that title to the Property is good, clear, record, marketable and insurable. If upon examination of the title it is found by the Buyer not to be

good, clear, record, marketable or insurable, the Buyer shall identify to the Department on or before the expiration of the Title Examination Period in writing (such written notice the "Title Disapproval Notice") any apparent title defects or "Title Objections". Seller shall have up to five (5) days after receipt of the Title Disapproval Notice within which to advise Buyer of its election; either to remove from record title any or all of the Title Objections on or prior to Closing, or not to remove from record title any or all of the Title Objections ("Seller's Title Response"). Seller's failure to timely respond shall be deemed an election by Seller to not remove any Title Objections. It is agreed that in the event of a Title Objection for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall be under no obligation to do so. In the event Seller elects to remove from title any Title Objections, Seller shall have no obligation to continue its efforts to completion. Additionally, in the event that Seller's attempt to remove any Title Objections will delay the Closing, at Buyer's option, Buyer's and Seller's obligations under this Agreement shall remain in full force and effect during any such extension period, but not to exceed thirty (30) days beyond the Closing. In the event Seller determines at any time that it is unable or unwilling to take action with respect to any Title Objections, Seller may give written notice to Buyer to such effect ("Seller's No Cure Notice"). If Seller gives Seller's No Cure Notice, or fails to give Seller's Title Response, or if Seller provides a Seller's Title Response not acceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement upon written notice to Seller, but such termination notice shall be effective only if given on or before the date that is five (5) business days after Seller's No Cure Notice is received by Buyer, or five (5) business days after Seller's Title Response is received by Buyer. If Buyer fails to give such termination notice by such date, Buyer shall be deemed to have waived its objection to, and approved, the Title Objections set forth in Seller's No Cure Notice or Seller's Title Response as the case may be. If this Agreement is terminated in accordance with the provisions of this Section 2.1, this Agreement shall terminate.

- 2.2. **Survey:** Within ten (10) days of completion of the Survey, the Buyer shall identify to the Department in writing (such written notice the "Survey Disapproval Notice") any apparent survey defects ("Survey Objections"). Seller shall have up to five (5) days after its receipt of any Survey Disapproval Notice within which to advise Buyer of its election either to remove from any or all of the Survey Objections on or prior to Closing or not to remove any or all of the Survey Objections ("Seller's Survey Response"). Seller's failure to timely respond shall be deemed an election by Seller to not remove any Survey Objections. It is agreed that in the event of a Survey Objection for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a

known defect or problem, Buyer may elect to accept same but shall be under no obligation to do so. In the event Seller elects to remove any Survey Objections, Seller shall have no obligation to continue its efforts to completion. Additionally, in the event that Seller's attempt to remove any Survey Objections will delay the Closing, at Buyer's option, Buyer's and Seller's obligations under this Agreement shall remain in full force and effect during any such extension period, but not to exceed thirty (30) days beyond the Closing. In the event Seller determines at any time that it is unable or unwilling to take action with respect to any Survey Objections, Seller may give written notice to Buyer to such effect ("Seller's Survey No Cure Notice"). If Seller gives Seller's Survey No Cure Notice, or fails to give Seller's Survey Response, or if Seller provides a Seller's Survey Response not acceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement upon written notice to Seller, but such termination notice shall be effective only if given on or before the date that is five (5) business days after Seller's Survey No Cure Notice is received by Buyer, or five (5) business days after Seller's Survey Response is received by Buyer. If Buyer fails to give such termination notice by such date, Buyer shall be deemed to have waived its objection to, and approved, the Survey Objections set forth in Seller's Survey No Cure Notice or Seller's Survey Response as the case may be. If this Agreement is terminated in accordance with the provisions of this Section 2.2, this Agreement shall terminate.

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; there are no other approvals required to be obtained by the Department except to seek and obtain final approval by the Governor and Executive Council pursuant to RSA 4:39-c, and the Department has as of the date of this Agreement and will as of the Closing comply with 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 the 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.
- 4.5 The Department has not received any written notice which, by its terms, advises of pending complaints from any governmental authority or department against the Property or of a violation of building, zoning, health, environmental, or other applicable laws.
- 4.6 There are no contracts or commitments binding upon or affecting the Property, and there will be no such contracts or commitments binding upon or affecting the Property at the time of the closing.
- 4.7 There are no actions, suits, or proceedings pending or threatened against, by, or affecting the Department, or the Property which affect title to the Property or which question the validity or enforceability of this Agreement, or of any action taken by the Department under this Agreement, in any court or before any governmental authority, domestic or foreign; and there are no pending or threatened or contemplated condemnation actions involving all or any portion of the Property.
- 4.8 The Property is vacant land with no buildings, improvements, or occupants thereon, and will be delivered vacant with no occupants at closing.

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, and representations 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 is 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 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 governmental subdivisions, Boards, Committees, Commissions, or agencies, 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 **Severability 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.
- 5.19 **Assignment:** With approval of Seller, Buyer may assign this Agreement to an affiliate of Buyer, related entity of Buyer, or to an entity of which the shareholders, officers, and/or directors of the Buyer have an interest.
- 5.20 **Buyer Default:** If the sale contemplated hereby is not consummated because of a default by Buyer in its obligation to purchase the Property in accordance with the terms of this Agreement, then: (a) this Agreement shall terminate; (b) the Deposit shall be paid to and retained by Seller as liquidated damages; and (c) Seller and Buyer shall have no further obligations to each other.
- 5.21 **Broker Representation:** Seller represents to Buyer, and Buyer represents to Seller, that there has been no intermediary or broker in negotiations or discussions incident to the execution of this Agreement or any of the transactions contemplated hereby, and no intermediary or broker is or shall be entitled to any commission or other compensation with respect to any of such transactions.

LIST OF EXHIBITS

EXHIBIT 1: Manchester-Hooksett, I-93-1(109)23, P-10501 Project Plan, Sheet # 58-C

EXHIBIT 2: City of Manchester, Public GIS Map

EXHIBIT 3: New Hampshire Code of Administrative Rules 503.09

EXHIBIT 4: Right-of-Way Layout Plan Checklist.

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BUYER:

TORRINGTON PROPERTIES, INC

By: [Signature] Date: 10/3/24

Printed: Joseph P. Bisognano III, President
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 3rd day of October, 2024, before me, the undersigned Notary Public, personally appeared Joseph P. Bisognano III, President of Torrington Properties, Inc., and proved to me through satisfactory evidence, which was a government-issued photographic identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Torrington Properties, Inc.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires: _____

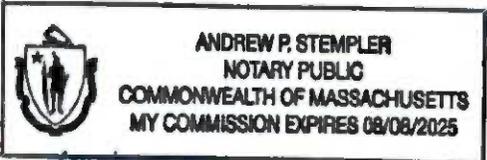
(Seal)

SELLER:

STATE OF NEW HAMPSHIRE

By: [Signature] Date: 10/9/24

Printed: Stephen G. LaBonte
Administrator, Bureau of Right-of-Way
Duly Authorized



STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on 9th day of October, 2024.

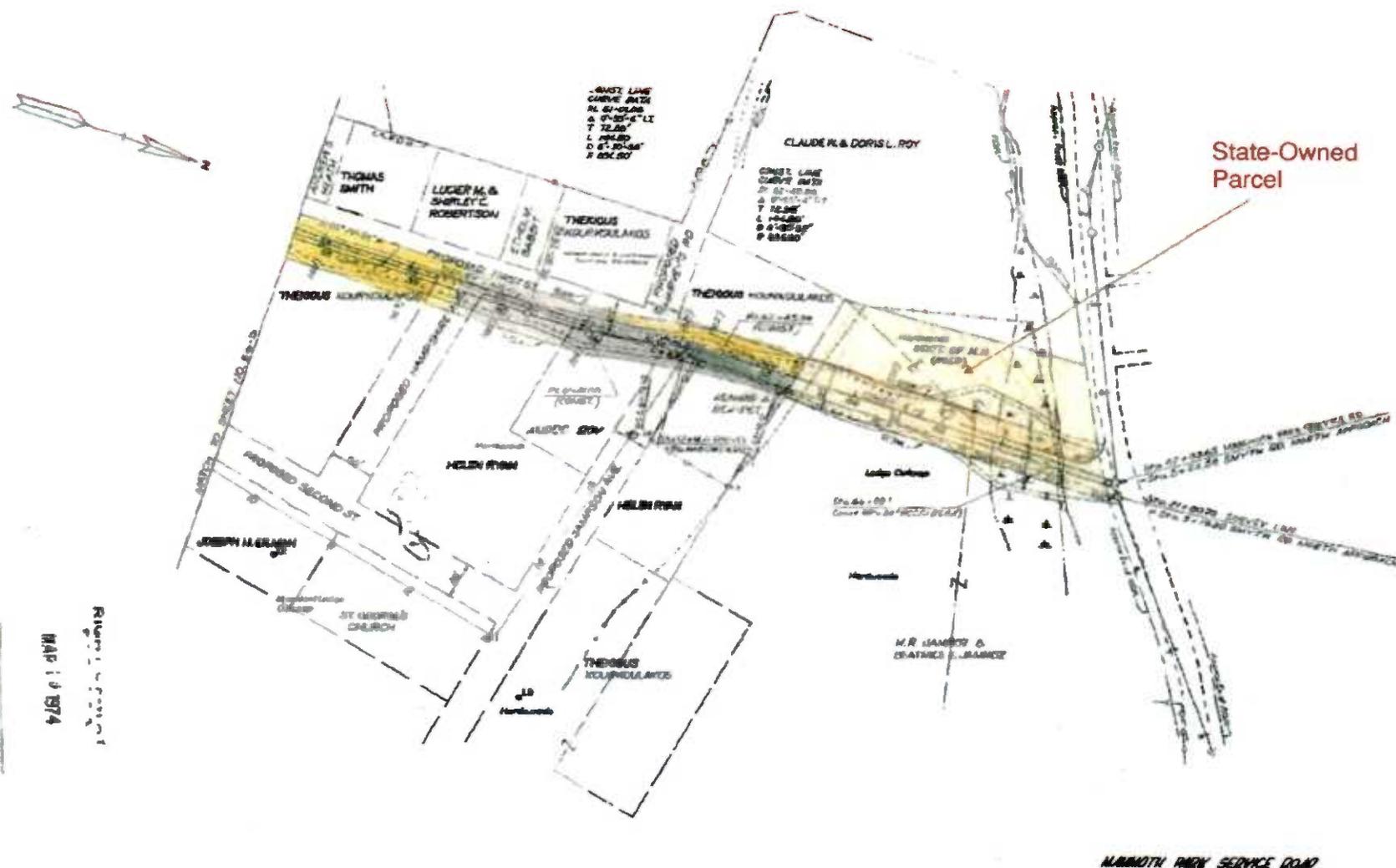
[Signature]
Justice of the Peace/Notary Public
My Commission Expires: 3/10/29

(Seal)

EMILY E. ALLEN
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires March 10, 2029

EXHIBIT 1

PAGE 1



State-Owned Parcel

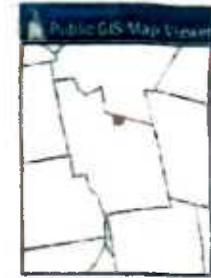
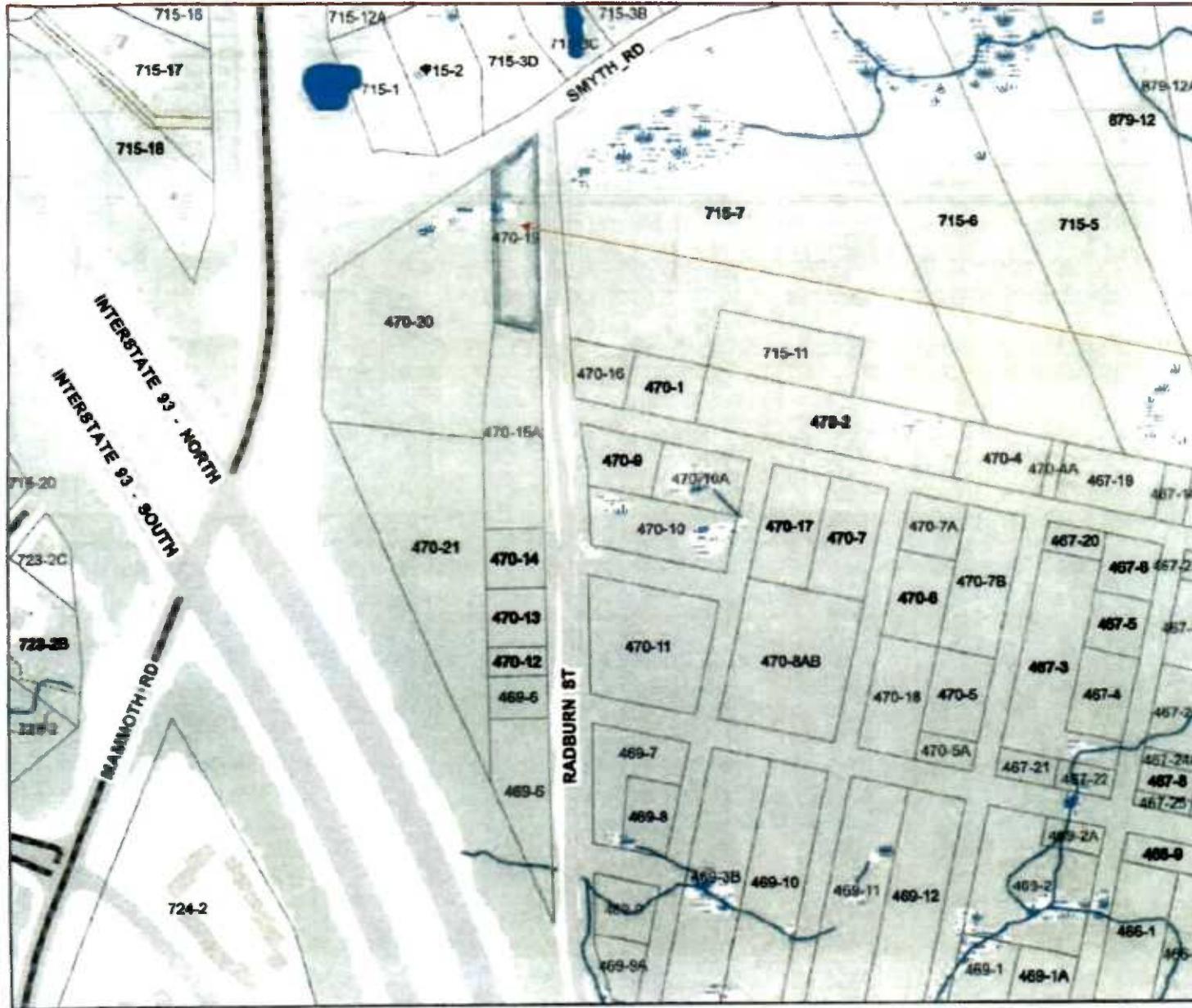
Return to Project
MAP 1 of 1974

MAMMOTH RISK SERVICE ROAD

MAMMOTH RISK SERVICE ROAD
19311109123 P.1009.1

1974

EXHIBIT 2



View Map Showing Location of Map As Laid

State-Owned Parcel



DISCLAIMER
 The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the City). This data is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. that appear are derived from various data sets which may be individually compiled at different map scales. In such cases, some geographic information from different data sets may appear to be inconsistent or not clearly defined. Therefore, geographic features shown on this map should only be considered approximate, and no such data is official or legal value. The City makes no representation, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any particular use. The City assumes no liability whatsoever for any damage or loss of money or other property that may result from the use of this information. This online public resource is provided as a convenience and is not intended to be used for legal purposes. Any use of this information for legal purposes is the user's responsibility. The City assumes no liability whatsoever for any damage or loss of money or other property that may result from the use of this information. By using this map, you agree to these terms and conditions.



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

EXHIBIT 4

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

PROJECT: _____

(Refer to Sample ROW Plans in Volume II of the Highway Design Manual. Any variations must be approved through the NHDOT licensed land surveyor in charge of Survey and Mapping, Bureau of Right-Of-Way)

The plans being submitted to the Registries for recording as required by RSA230:32 shall be legible and have no obscured annotations for all proposed and existing detail. Registry plans shall meet the requirements of the County Registry of Deeds and the Plat Law RSA 478:1-a. Plans shall be prepared by a NH Licensed Land Surveyor and /or staff directly supervised by the Licensed Land Surveyor.

I. RIGHT-OF-WAY FRONT SHEET

		Done By/Date	Checked By/Date	Comments
A.	<u>Location Map</u>			
1	Project location designated with a circle			
2	State project number attached to circle			
3	North arrow			
4	Town, city, county, country & state names labeled with boundaries			
5	Major roads, rivers, brooks, streams, lakes, etc. labeled			
6	Railroads (RR) labeled			
7	Leaders of location map box extend to the project location on the State of NH outline			
8	Graphic scale			
B.	<u>Layout</u>			
1	ROW Alignment(s) stationed every 500 feet			
2	Road names and Route numbers			
3	Identify intersecting highways, bridges, railroads, rivers, streams, brooks, water course flow arrows and lakes shown			
4	Town/City, County & State boundaries shown and labeled			
5	"To (Town or City)" at ends of the project with destination arrows on State Routes.			
6	North arrow (grid)			
7	Town/City of () - include only those Towns/Cities affected			
8	County of () - include only those Counties affected			
9	Scale (1" = XXX')			
C.	<u>Miscellaneous</u>			
1	Plan Intent and notes relating to coordinates, property lines, and existing layout source			
2	Project name with Federal & State numbers			
3	Road name and route number in sheet title			
4	Title block completed with project number & sheet numbers			
5	LLS Stamp and Signature			
6	Layout Hearing Notes and Signatures			
7	Survey Certification for Recording (RSA 676:18, III)			
8	Survey Certification for Class "U" Boundary Survey			

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

NOTE: Symbol, Summary or Property Layout sheets are not required for registry plan sets

Right-of-Way alignments are defined as the alignments used to acquire lands and easements and the setting of the Right-of-Way boundaries and related easements. In areas where there has not been a prior Right-of-Way project, the construction project alignment will be used for Right-of-Way acquisitions. The Construction alignment will also be used on highway realignment projects and shall match into the original alignment at the beginning and end of the realignment.

II. RIGHT-OF-WAY GEOMETRIC LAYOUT SHEET

Right-of-Way geometric sheets are required to show the relationship between individual right-of-way alignments and construction alignments. All alignments need to be tied together geometrically and referenced to the Right-of-Way boundary. If all the geometric data can be shown on the Right-of-Way plan sheets, then the Geometric Layout Sheet may be eliminated.

A. Plan	Done By/Date	Checked By/Date	Comments
1 ROW alignment(s) stationed every 500 feet			
2 Construction alignments stationed every 500 feet with equations tying the ROW alignment to the proposed construction alignment			
3 Route numbers and/or names of roads			
4 Town/city, county, country, and state boundaries shown and labeled			
5 Match lines (if appropriate)			
6 North arrow (grid)			
7 ROW alignment metes and bounds with PI coordinates and curve data shown as delta, length, radius, tangent and Include chord bearing and distance for non-tangent curves.			
8 ROW alignment curve control points shown and labeled (PC, PT, etc.)			
9 Exclude all existing and proposed detail			
10 Exclude all property information (property lines, owner names, parcel numbers, etc.)			
11 Exclude all ROW information (existing and proposed ROW, easements, etc.)			
12 Approximate scale shown as bar scale and written			

B. Miscellaneous

1	Sheet title border filled in completely with road/route name, "RIGHT-OF-WAY GEOMETRIC LAYOUT SHEET", "TOWN/CITY OF ..." project number, sheet number, total sheets, and model name (if used)			
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RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

III. RIGHT-OF-WAY PLAN SHEET(S)

A. Miscellaneous

		Done By/Date	Checked By/Date	Comments
1	North arrow (grid)			
2	Graphic scale			
3	Legend			
4	Acquisition summary box			
5	Provide match lines from sheet to sheet (e.g. Match to ROWSH05)			
6	Sheet title border filled in completely with road/route name, "RIGHT-OF-WAY LAYOUT PLANS", "TOWN/CITY OF ..." and "COUNTY OF...", project number, sheet number, total sheets, and model name (if used)			

B. Existing Detail

1	Parcel numbers and owners' name (as shown on the 12345ERT.dgn) shown on every sheet the parcel appears on			
2	Tax map and lot number for every parcel on each sheet the parcel appears on			
3	Book and page and area for each parcel on every sheet the parcel appears on (include boundary plan recorded reference if available)			
4	ROW lines and property lines			
5	All Right-of-Way and alignments to be defined with metes and bounds. (coordinates must be shown at beginning and end of the project on the mainline alignment)			
6	ROW alignments - include 100' stationing with 50' ticks, bearing on tangent sections, stations at PC, PT, and curve data (include delta, radius, tangent, arc length and chord bearing and distance)			
7	Flag existing ROW alignment at PC, PT and every 500' minimum with station and offset			
8	Existing ROW: label existing ROW appropriately (include source of layout) on all cut sheets (label on inside of ROW) in the event of CAROW include the number of points of access and the project they were granted under			
9	Existing ROW transition points with arrows			
10	Existing easements with labels and notes			
11	Town/city, county, country, and state boundaries shown and labeled			
12	Existing Iron pins, bounds, drill holes etc. (with flags and /or survey ties)			
13	Fence lines and stone walls (exclude annotation)			
14	Geodetic disks			
15	Streams, shorelines, brooks, and rivers with flow arrows and names			
16	Limits of roadway, existing edge of pavement and curb line			
17	Additional detail may be included and will be reviewed for readability by NHDOT.			

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

D.

	<u>Proposed Detail</u>	Done By/Date	Checked By/Date	Comments
	Summary table for each parcel shown on each sheet the parcel appears on.			
1	Areas of takes and permanent easements labeled individually on plan and listed in summary box (areas less than an acre shall be in square feet)			
2	Areas of takes and easements completely within the parcel shall be labelled exact. Areas abutting property lines or a meander line (ie: brook, river, shoreline) labelled +/-			
3	Temporary easements labeled on plan. List areas and use (ie: drive) in summary box only.			
4	Proposed ROW: label ROW, LAROW or CAROW on all cut sheets (label on inside of ROW.) Flag changes in type of ROW. For example, the transition from ROW to LAROW			
5	Proposed bounds with boxed station and offset from ROW alignment			
6	Proposed easement lines with labels. Include clearing line area in the slope easement.			
7	Projects with proposed CAROW note under the property owner's name the number of access points granted even if it is zero, check the Report of the Commissioner for points of access granted, or other agreements			
8	All proposed ROW concentric or parallel to and referenced from the ROW alignment at a whole foot offset (if practical)			
9	Do not offset spiral curves. Intersect the forward and back tangents of the simple curve with the tangent line segments.			
10	Bounds at all PC, PT, angle points etc. Limit placement of bounds to a maximum of 1000'. This may be changed to project control monumentation and/or Consultant Licensed Land Surveyors standard property monumentation in lieu of bounds.			
11	Place bounds at intersection of proposed and existing ROW unless the proposed ROW terminates at a property line			
12	Where bounds cannot be set at transition points a reference bound shall be placed and noted as such			
13	Use stone bounds for Town and City Right-of-Way			
14	Label all proposed and existing right-of-way lines and permanent easements with metes and bounds. Effort shall be made to label all lines and curves directly. The use of line and curve tables is to be kept to a minimum and will require final approval by the Department.			
15	Do not include metes and bounds on temporary easements			

The plans being submitted to the registries for recording shall be legible and have no obscured annotations for all proposed and existing detail.

IV PLAN SETS

A. Submissions

1	Submit paper copies for review to the Right-of-Way Bureau and to the Registry. After receiving Right-of-Way and Registry approval, Mylars will be produced for recording. Electronic copies of plans to be submitted to the Department in dwg or dgn format.
2	A Licensed Land Surveyor shall be responsible for recording of the plans.



**State of New Hampshire
Department of State**

<p>Filed Date Filed : 12/22/2022 10:10:21 AM Effective Date : 12/22/2022 10:10:21 AM Filing # : 5911512 Pages : 2 Business ID : 919081 David M. Scanlan Secretary of State State of New Hampshire</p>

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is:

MANCHESTER VENTURE LLC

SECOND: The name which it proposes to register and do business in New Hampshire is:

MANCHESTER VENTURE LLC

Principal Business Information:

Principal Office Address:

<u>60 K Street, Suite 302</u>	<u>Boston</u>	<u>MA</u>	<u>02127</u>
(no. & street)	(city/town)	(state)	(zip code)

Principal Mailing Address(if different):

<u>60 K Street, Suite 302</u>	<u>Boston</u>	<u>MA</u>	<u>02127</u>
(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 617-228-4404

Business Email: astempler@smithduggan.com

Notification Email: Sandra.dibacco@smithduggan.com

Please check if you would prefer to receive the Annual Report Reminder Notice by email.

THIRD: It is formed under the laws of Massachusetts

FOURTH: The date of its formation is 12/16/2022

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code):

53-Real Estate and Rental and Leasing - 120-Lessors of Nonresidential Buildings (except Miniwarehouses)

SIXTH: The name of its registered agent in New Hampshire is:

COGENCY GLOBAL INC. (220422)

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH
Phone: (603)271-3246 | Fax: (603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

63 Pleasant Street Concord NH 03301
(no. & street) (city/town) (state) (zip code)

Manager/Member information:

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>Torrington Properties, Inc.</u>	<u>Manager</u>	<u>60 K Street, Suite 302, Boston, MA, 02127, USA</u>

The period of its duration is: Perpetual

Title: Manager
Business Name: Torrington Properties, Inc.
Signature: Joseph P. Bisognano, III
Name of Signer: Joseph P. Bisognano, III
Title of Signer: President
Date signed: 12/22/2022
Effective Date: 12/22/2022 10:10:21 AM

Complete address of person signing: 60 K Street, Suite 302, Boston, MA, 02127, USA

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(l)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

*Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Stephen G. LaBonte 
Administrator

DATE: March 14, 2024

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

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

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 1.04 +/- acres of state-owned land, located at the corner of Smyth Road and Radburn Street in the City of Manchester (City). The sale will be direct to Torrington Properties (Buyer) for \$83,100, which includes the \$1,100 administrative fee. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Department is processing a request from the Buyer who is working on a project consisting of 3 apartment buildings and involves the extension of Radburn Street to connect to Smyth Road for the City. Due to the proposed roadway grades, the slopes would extend onto the parcel of state-owned land subject to this request.

The parcel was acquired in 1974 for the construction and relocation of NH Route 28A (a/k/a Mammoth Road) in conjunction with the Manchester-Hooksett, I-93-1(63)21, P-5374G Project. The Department acquired the parcel from Beatrice E. and W. R. Jamroz for \$3,000 via Warranty Deed. 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 Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way or any mutually agreed-upon adjustments. All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 and encompass all elements outlined in the NHDOT Right-of-Way Layout Plan checklist. All deflection points, PTs and PCs shall be monumented and shown on the preliminary plans to be submitted to the Department for review and approval. Following approval from the Department, the surveyor is obligated to record the plan in the Hillsborough County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.
- The Buyer shall be responsible for all local and state land use approvals before closing.

- If any proposed construction or alteration of structures or temporary equipment on this property will exceed 200 +/- feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA) via <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to the FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under the US Code of Federal Regulations Title 14 Part 77.9 (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9>).

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 January 11, 2024, was concluded to be \$82,000.

The Department will solicit interest from the City of Manchester, pursuant to RSA 4:39-c.

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

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

SGL/SJN/
Attachments

INDEX OF SHEETS

- SHEET NO. 1 TITLE PAGE
 2 - A - TYPICAL SECTIONS OF IMPROVEMENT
 3 - B SUMMARY OF QUANTITIES
 12 - 10 DETAIL SHEETS
 20 - 4 BRIDGE PLANS
 40 - 1 CUT PLAN OF GRADING
 52 - 10 PLAN SHEETS
 57 - 10 PROFILES
 64 - 10 VERTICAL SECTIONS
 IF YOU STANDARDS SHEETS 1 TO 10 AND CONSTRUCTION SCHEDULES SEE SHEET NO. 101

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

**PLANS OF PROPOSED
 FEDERAL AID PROJECT**

I-93-1(109)23

N.H. PROJECT NO. P-1050-I

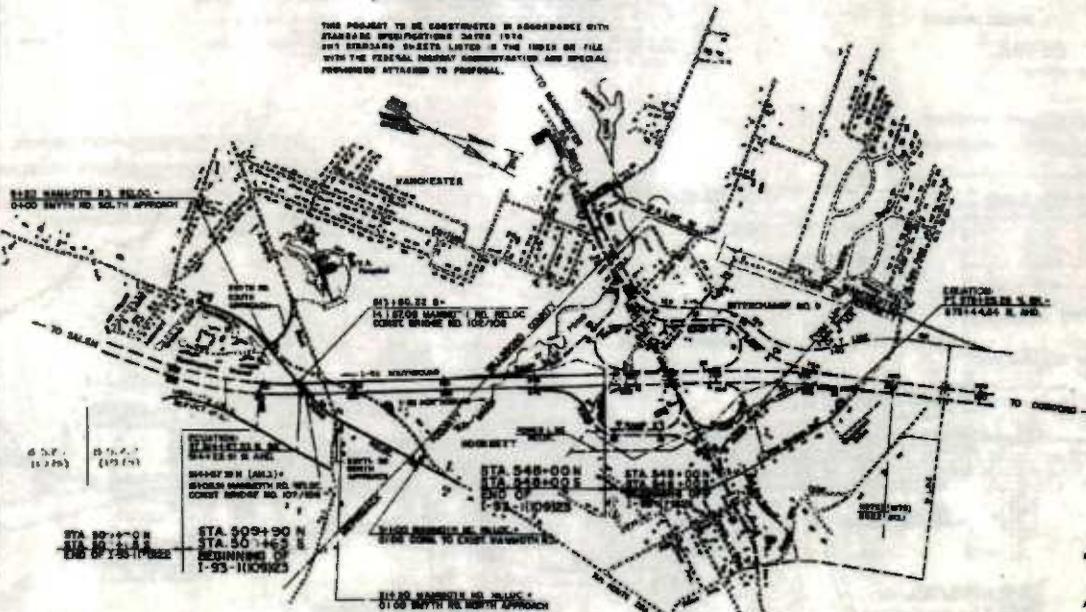
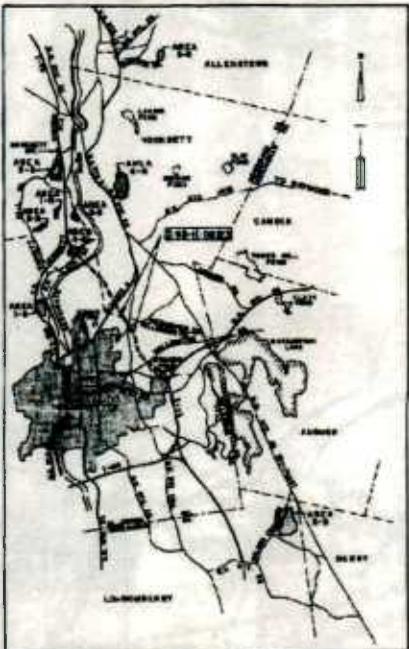
INTERSTATE ROUTE 93

PLAN 1" = 50'
 SCALE: PROFILE VIEW 1" = 10' TOTAL 1" = 50'
 (OTHER SECTION VARY 1" = 10' SIDE 1" = 50')

THIS PROJECT TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS DATED 1974 AND STANDARD DETAILS LISTED IN THE INDEX OR FILE WITH THE FEDERAL HIGHWAY ADMINISTRATION AND SPECIAL PROVISIONS ATTACHED TO PROPOSAL.

DESIGN DATA	
AVERAGE DAILY TRAFFIC 1975	25,000
AVERAGE DAILY TRAFFIC 1985	32,000
TRAFFIC CLASSIFICATION	B
DESIGN SPEED	55 M.P.H.
MINIMUM CLEARANCE	14'-0" OVERPASS
MINIMUM OVERPASS	14'-0" OVERPASS
NON-PAVED SHOULDER WIDTHS	10'-0" SIDE
K FACTOR - CRUISE	50
LENGTH OF PROJECT	0.100 MILES

NOTE: COORDINATES GIVEN ARE IN THE NEW HAMPSHIRE DEPARTMENT 1"=100' APPROXIMATE, AS ESTABLISHED BY PHOTOGRAMMETRIC TAPPING CONTRACT W-1094



CONVENTIONAL SIGNS

TYPE	DESCRIPTION
1	Advance Warning of Road Work
2	Advance Warning of Road Work - Night
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LAYOUT
 SCALE 1" = 500 FEET

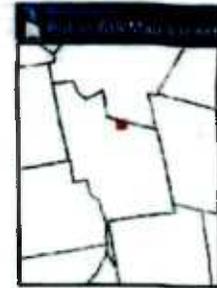
CITY OF MANCHESTER
 TOWN OF HOOKSETT
 COUNTY OF HILLSBORO
 COUNTY OF MERRIMACK

PLANS PREPARED BY
FAY, SPOFFORD & THORNDIKE, INC.
 ENGINEERS, BOSTON, MASS.

RECOMMENDED FOR APPROVAL DATE: 3-1-75
 APPROVED: *Robert H. [Signature]*

DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 APPROVED: _____

THESE PLANS HAVE BEEN REDUCED PHOTOGRAPHOLOGICALLY TO APPROXIMATELY 1/2 SCALE



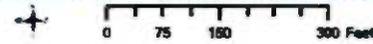
View Map Showing Location of Map Area

State-Owned Parcel



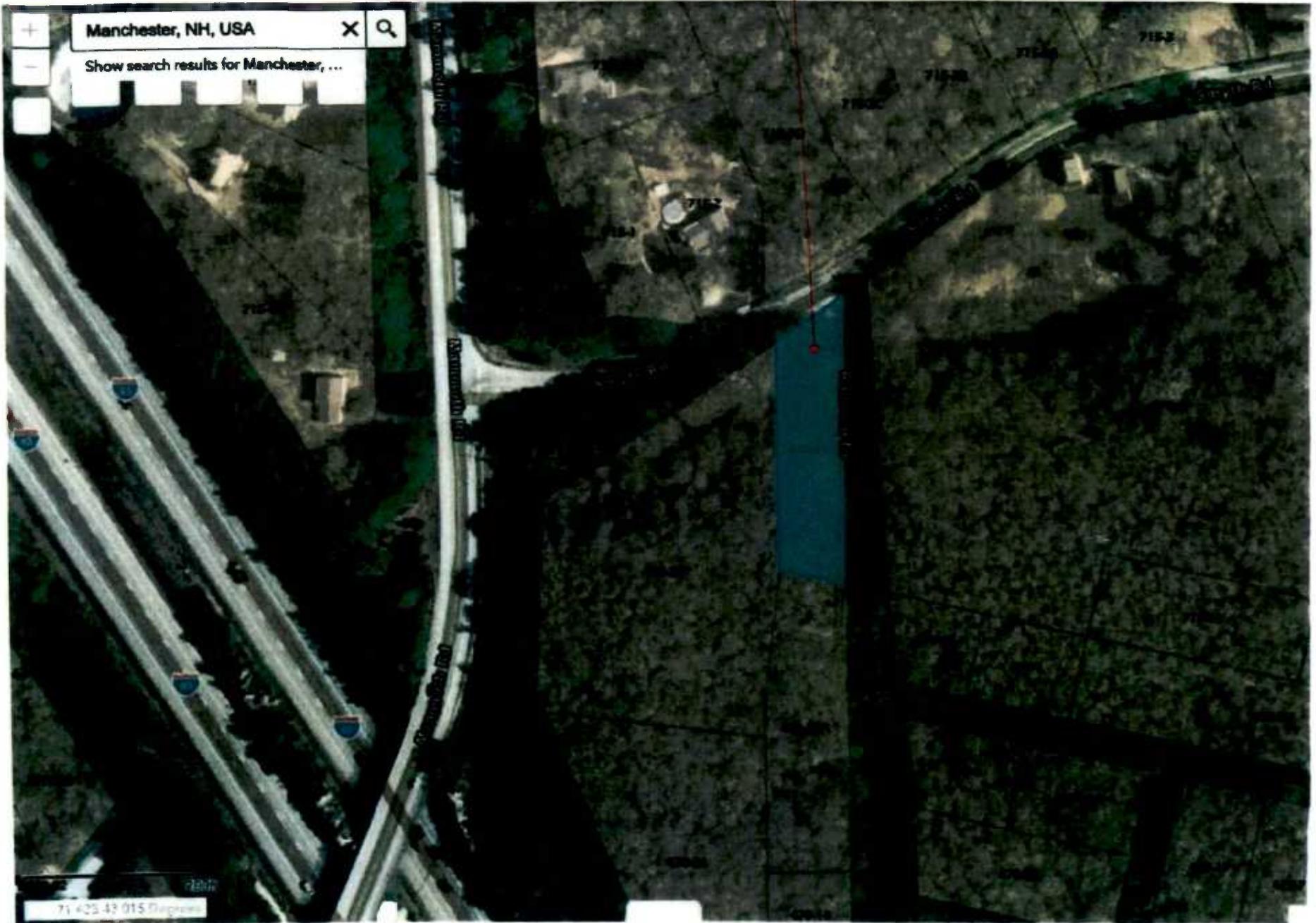
DISCLAIMER

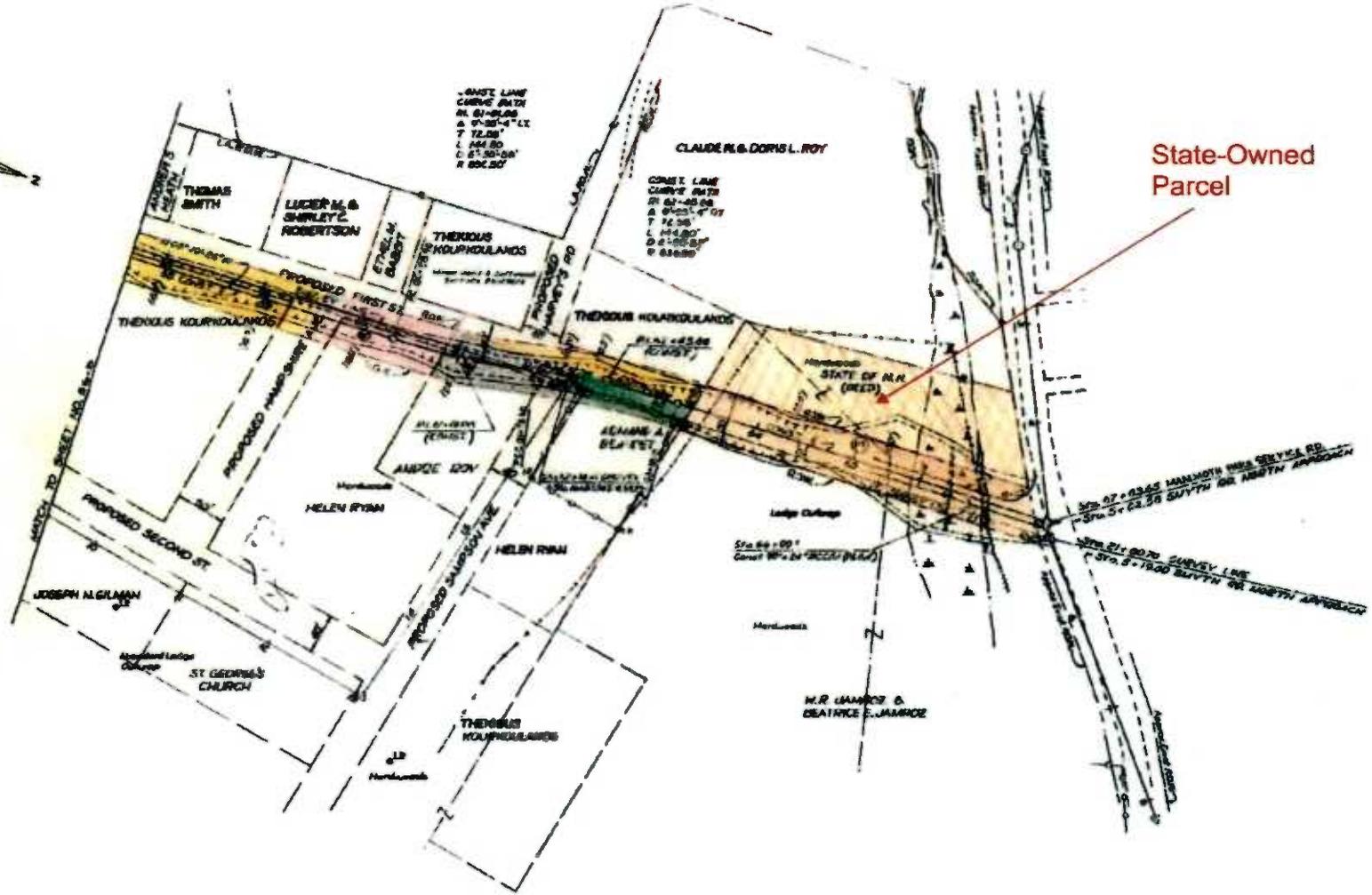
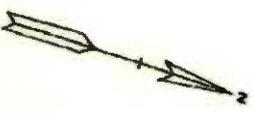
The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, right-of-way, etc., that appear are derived from various data sets which may be individually compiled at different map scales. It shall remain, some geographic information from different data sets may appear in juxtaposition to each other. Therefore, geographic features shown on this map should only be considered approximations, and on such basis no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of the information. The official public record from which this data was compiled are kept in the offices of various City, County and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



State-Owned Parcel

Parcel Mosaic Viewer





State-Owned Parcel

MAMMOTH PARK SERVICE ROAD

MAP 1974

Return to Surveyor

MANHATTAN DISTRICT 100-1100020 5-10004