



*William Cass, P.E.*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**

37



*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  
June 28, 2023

**REQUESTED ACTION**

Under RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.44 +/- of an acre of state-owned land on the northern side of NH Route 132 (Turnpike Road) in the Town of New Ipswich. The sale will be direct to Prime Roofing Corp (Grantee) for \$3,500, which includes the \$1,100 administrative fee, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has determined that the parcel was initially purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2024</u> \$1,100
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$2,400)	<u>FY 2024</u> \$480
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of \$2,400)	<u>FY 2024</u> \$1,920

**EXPLANATION**

The Department received a request from Higher Design, PLLC, on behalf of the Grantee, to acquire a portion of land between the Grantee's property and the 100-foot right of way. The parcel requested consists of surplus land and part of the former layout of NH Route 123/124, which has been discontinued.

The Department has reviewed the sale, determined it to be surplus to our operational needs, and is available for disposal. The sale will include 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 meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a in the Hillsborough County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Grantee shall be responsible for all local and state land use approvals before the closing.

At the meeting of the Long-Range Capital Planning and Utilization Committee on April 21, 2023, the request (LRCP 23-014) was approved, allowing the Department to sell the 0.44 +/- of an acre of state-owned land direct to Prime Roofing Corp for the contributory value of \$2,400 and to assess the \$1,100 administrative fee.

Under RSA 4:39-c, the Department has solicited interest from the Town of New Ipswich and received no response.

Under RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and received no response.

The Department respectfully requests authorization to sell land, as noted above.

Respectfully,



William J. Cass, P.E.  
Commissioner

WJC/SJN  
Attachments

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

**LBCP 23-014**

**FROM:** Stephen G. LaBonte  
Administrator



**DATE:** April 3, 2023

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

**SUBJECT:** Sale of State-Owned Land in New Ipswich  
RSA 4:39-c

Approved by the Long Range Capital  
Planning & Utilization Committee  
April 21, 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 a 0.44 +/- of an acre parcel of state-owned land, located on the northerly side of NH Route 123 (Turnpike Road) in the Town of New Ipswich. The sale will be direct to Prime Roofing Corp (Grantee) for \$3,500, which includes the administrative fee of \$1,100. The sale will be subject to conditions as specified in this request.

**EXPLANATION**

The Department received a request from Higher Design, PLLC, on behalf of the Grantee, to acquire a portion of land located between the Grantee's property and the 100-foot right of way. The parcel requested consists of surplus land, as well as a portion of the former layout of NH Route 123/124, which has been discontinued.

The parcel, consisting of 0.44 +/- of an acre, is a portion of a larger parcel acquired in 1958. The Department acquired 1.7 +/- acres from Donald K. and Beatrice Joy Packard via Warranty Deed for the amount of \$150. After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. This parcel will be conveyed with the following conditions:

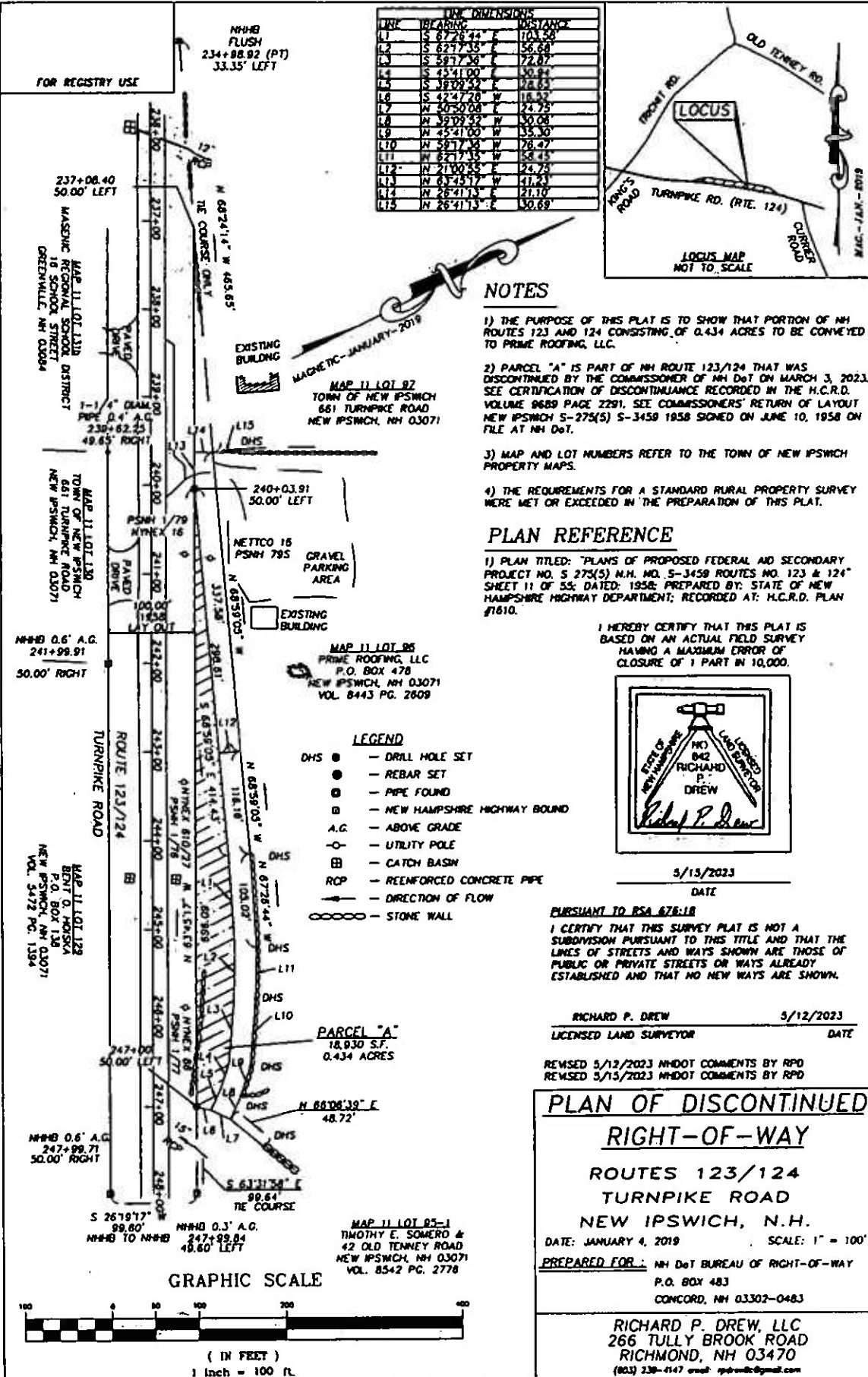
- The Grantee will be required to commission a Licensed Land Surveyor in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, and meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon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

A Staff Appraiser from the Department evaluated the property and concluded it does not have an independent highest and best use. They then prepared a contributory value appraisal using the sales comparison approach that adheres to the requirements of the Right of Way Manual. The parcel's contributory opinion of value as of March 22, 2022, was concluded to be \$2,400.

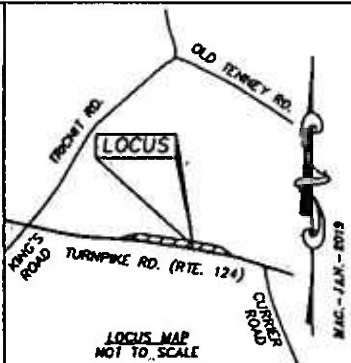
Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of New Ipswich. Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

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

SGL/SJN/  
Attachments



LINE	BEARING	DISTANCE
1	S 87°28'44" E	170.50
2	S 62°17'35" E	56.84
3	S 58°17'30" E	72.87
4	S 45°41'00" E	50.84
5	S 38°09'52" E	78.83
6	S 42°47'28" W	118.32
7	N 50°50'00" E	24.75
8	N 39°09'52" W	50.08
9	N 45°41'00" W	35.30
10	N 59°17'35" W	78.47
11	N 82°17'35" W	58.45
12	N 21°00'55" E	24.75
13	N 63°45'17" W	41.23
14	N 26°41'13" E	21.10
15	N 26°41'13" E	50.89



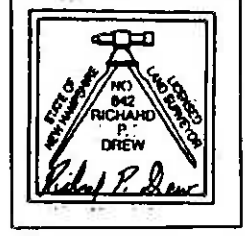
**NOTES**

- 1) THE PURPOSE OF THIS PLAT IS TO SHOW THAT PORTION OF NH ROUTES 123 AND 124 CONSISTING OF 0.434 ACRES TO BE CONVEYED TO PRIME ROOFING, LLC.
- 2) PARCEL "A" IS PART OF NH ROUTE 123/124 THAT WAS DISCONTINUED BY THE COMMISSIONER OF NH DOT ON MARCH 3, 2023. SEE CERTIFICATION OF DISCONTINUANCE RECORDED IN THE H.C.R.D. VOLUME 9689 PAGE 2791. SEE COMMISSIONERS' RETURN OF LAYOUT NEW IPSWICH 5-275(5) 5-3459 1958 SIGNED ON JUNE 10, 1958 ON FILE AT NH DOT.
- 3) MAP AND LOT NUMBERS REFER TO THE TOWN OF NEW IPSWICH PROPERTY MAPS.
- 4) THE REQUIREMENTS FOR A STANDARD RURAL PROPERTY SURVEY WERE MET OR EXCEEDED IN THE PREPARATION OF THIS PLAT.

**PLAN REFERENCE**

- 1) PLAN TITLED: "PLANS OF PROPOSED FEDERAL AID SECONDARY PROJECT NO. 5 275(5) M.H. NO. 5-3459 ROUTES NO. 123 & 124" SHEET 11 OF 55; DATED: 1958; PREPARED BY: STATE OF NEW HAMPSHIRE HIGHWAY DEPARTMENT; RECORDED AT: H.C.R.D. PLAN #1810.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY HAVING A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 10,000.



5/15/2023  
DATE

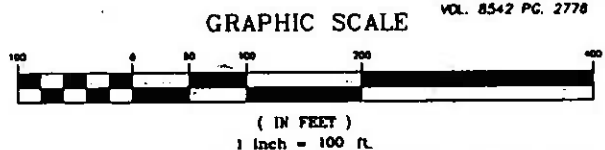
PURSUANT TO RSA 878:18  
I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

RICHARD P. DREW 5/12/2023  
LICENSED LAND SURVEYOR DATE

REVISED 5/12/2023 NHDOT COMMENTS BY RPD  
REVISED 5/15/2023 NHDOT COMMENTS BY RPD

**PLAN OF DISCONTINUED  
RIGHT-OF-WAY**  
 ROUTES 123/124  
 TURNPIKE ROAD  
 NEW IPSWICH, N.H.  
 DATE: JANUARY 4, 2019 SCALE: 1" = 100'  
 PREPARED FOR: NH DOT BUREAU OF RIGHT-OF-WAY  
 P.O. BOX 483  
 CONCORD, NH 03302-0483

RICHARD P. DREW, LLC  
 266 TULLY BROOK ROAD  
 RICHMOND, NH 03470  
 (603) 238-4147 email: rpd@rpdllc.com



FOR REGISTRY USE

237+08.40  
50.00' LEFT

MAP 11 LOT 113B  
MASONIC REGIONAL SCHOOL DISTRICT  
18 SCHOOL STREET  
GREENWILLE, NH 03064

MAP 11 LOT 130  
TOWN OF NEW IPSWICH  
661 TURNPIKE ROAD  
NEW IPSWICH, NH 03071

NH&B 0.6' A.G.  
241+99.91  
50.00' RIGHT

MAP 11 LOT 129  
BENT O. HORSVA  
P.O. BOX 138  
NEW IPSWICH, NH 03071  
VOL. 3472 PG. 1384

NH&B 0.6' A.G.  
247+99.71  
50.00' RIGHT

S 26°19'17"  
99.60'  
NH&B TO NH&B  
247+99.84  
48.60' LEFT

MAP 11 LOT 97  
TOWN OF NEW IPSWICH  
661 TURNPIKE ROAD  
NEW IPSWICH, NH 03071

MAP 11 LOT 95  
PRIME ROOFING, LLC  
P.O. BOX 478  
NEW IPSWICH, NH 03071  
VOL. 8443 PG. 2608

PARCEL "A"  
18,930 S.F.  
0.434 ACRES

MAP 11 LOT 85-1  
TIMOTHY E. SOMERO &  
42 OLD TENNEY ROAD  
NEW IPSWICH, NH 03071  
VOL. 8542 PG. 2778

- LEGEND**
- DHS ● - DRILL HOLE SET
  - - REBAR SET
  - - PIPE FOUND
⊖ - NEW HAMPSHIRE HIGHWAY BOUND
  - A.G. - ABOVE GRADE
  - - UTILITY POLE
  - ⊖ - CATCH BASIN
  - RCP - REINFORCED CONCRETE PIPE
  - - DIRECTION OF FLOW
  - ⊖ - STONE WALL

## PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 28 day of June, 2023, by and between the State of New Hampshire, Department of Transportation, having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 (referred to as the "Department") and Prime Roofing Corp., or their designee at closing, with a principal address of 485 Turnpike Road, New Ipswich, NH 03071 (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 0.44 acres of vacant land located on the northerly side of NH Route 123/124 (Turnpike Road) (the "Property"), more particularly described in the Warranty Deed recorded at the Hillsborough County Registry of Deeds, Book 1536, Page 171, dated June 18, 1958.

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

- I. The Department owns certain real estate located on the northerly side of NH Route 123/124 (Turnpike Road) in New Ipswich, New Hampshire, consisting of 0.44 +/- of an acre of unimproved land, as further described herein.
- II. The Department is divesting from this Property, as it has been determined that this Property is surplus to the Department's needs.
- III. The Buyer is afforded the ability to acquire the Property in accordance with 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, pursuant to RSA 4:39-c.
- VI. All Parties signatories to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

**1. DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:**

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of 0.44 +/- of an acre of land, as shown on **EXHIBIT 1: Plan of Discontinued Right-of-Way, Routes 123/124, Turnpike Road, Prepared by Richard P Drew, LLC, dated May 12, 2023.**
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500)** due at closing. The amount due at closing includes the \$1,100 administrative fee for the processing of this request.
- 1.3. **Payment of Purchase Price:** The Purchase Price shall be paid in full by the Buyer, by certified check or bank check, made out to "Treasury, State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The subject property located on the northerly side of NH Route 123/124 (Turnpike Road) is being sold "as is, where is, with all faults" with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee, prior to Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
  - 1.4.1 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, and meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Buyer must record the plan under RSA 478:1-a, in the Hillsborough 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.
- 1.5. **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 from the Department, and such approval will not be unreasonably withheld.

The Department and the Buyer shall coordinate all access to the Property by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyer's activities pursuant to this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer shall require all contractors who are retained 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 in the amount of \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer and the Department as indemnified parties. The standard indemnification form shall be as follows unless written approval of a requested change is granted by both the Department and Buyer:

"The contractor agrees to indemnify, defend and save harmless the Buyer and State of New Hampshire Department of Transportation, their officials, officers, agents, and employees from any 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 of good and marketable title thereto by Quitclaim Deed and insurable, upon application by the Buyer, for the benefit of the Buyer, by a title insurer licensed in the State of New Hampshire and acceptable to the Buyer under an ALTA standard form title insurance policy in an amount equal to the Purchase Price, insuring that the Buyer holds marketable fee simple title to the Property subject to:

- a) Easements, liens, restrictions, and/or encumbrances of record or any other matters of record in existence at the time of the Closing accepted and approved by the Buyer, and
  - b) Provisions of building and zoning laws in effect at the time of the Closing.
- 1.8. **Department's Affidavits and Certificates:** If requested to do so by the Buyer, the Department, at the Closing, shall deliver such affidavits (in customary form) as may be required by the Buyer or the Buyer's title insurance company and deemed acceptable by the Department concerning (1) parties in possession of the Property, (2) rights of third parties and title claims in or to the Property, and (3) mechanic's and materialmen's liens affecting the Property.
- 1.9. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds (including all other applicable recording instruments, if any) at its expense.
- 1.10. **Transfer Taxes and Recording Fees:** In accordance with RSA 78-B:2 and NH Code Admin. R. Rev 802.03(e), the Department is exempt from all Real Estate Transfer Tax.
- 1.11. **Discharge of Liens:** The Department shall, at its expense, pay or discharge all legitimate liens, mechanics liens, encumbrances, and attachments, if any, which may exist on the Property through the date of closing, or filed after recording the deed transferring the Property to the Buyer due to an action by the Department before the recording of the transfer deed. To enable the Department to make conveyance as herein provided, the Department may, at the time of delivery of the deed, use the Purchase Price or any portion thereof to clear the title or any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed. The Department shall also be entitled to use the proceeds to pay off any mortgagee, under standard customary practices for real estate transactions and conveyances and receive therefrom a discharge(s) to be recorded in the ordinary course of business.
- 1.12. **Title Insurance:** If applicable, the Department shall execute all customary documents required by the Buyer's Title Insurance Company.
- 1.13. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
- 1.14. **Casualty and Condemnation:** If 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.

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 the said time frame, then any objections to the title are waived.

### 3. **REPRESENTATIONS AND WARRANTIES**

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

- 3.1.1. The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary, and this Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 3.1.2. 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.

3.1.3. 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.

3.1.4. 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.

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

3.2.1. The Department has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance by it of this Agreement subject to the Department seeking and obtaining final approval by Governor and Executive Council pursuant to RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.

3.2.2. 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.

3.2.3. 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.

- 3.2.4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the 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. GENERAL PROVISIONS**

- 4.1. **Cooperation.** The Buyer and the Department agree to cooperate 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.
- 4.2. **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing, signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 4.3. **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.
- 4.4. **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.
- 4.5. **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.

- 4.6. **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 4.7. **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.
- 4.8. **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.
- 4.9. **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.
- 4.10. **Survival of Agreement.** The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.
- 4.11. **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.
- 4.12. **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.
- 4.13. **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.

- 4.14. **Time of the Essence**: The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 4.15. **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.
- 4.16. **Municipal Approvals**: The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable Buyer or other governmental Boards, Committees, Commissions, or Departments, including but not limited to the requirement that the agreement is approved by the Governor and Executive Council pursuant to RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.
- 4.17. **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.
- 4.18. **Saving Clause**: If 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 Plan of Discontinued Right-of-Way, Routes 123/124, Turnpike Road,  
Prepared by Richard P. Drew, LLC, dated May 12, 2023.

[The remainder of this page left blank intentionally]

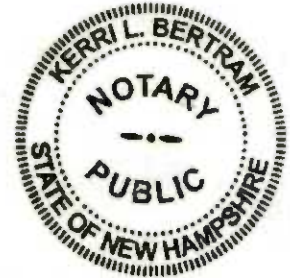
**BUYER:**

By: Tyler Sappak Date: 6/27/2023

Printed: Tyler Sappak  
Representative of Prime Roofing Corp.  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Signed or attested before me on the 27 day of June, 2023.



Kerri L. Bertram  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)

**KERRI L. BERTRAM**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
October 4, 2027

**SELLER:**

STATE OF NEW HAMPSHIRE

By: Adam M. Smith Date: 6/28/23

Printed: Adam M. Smith  
Assistance Administrator, Bureau of Right-of-Way  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Signed or attested before me on 28 day of June, 2023.

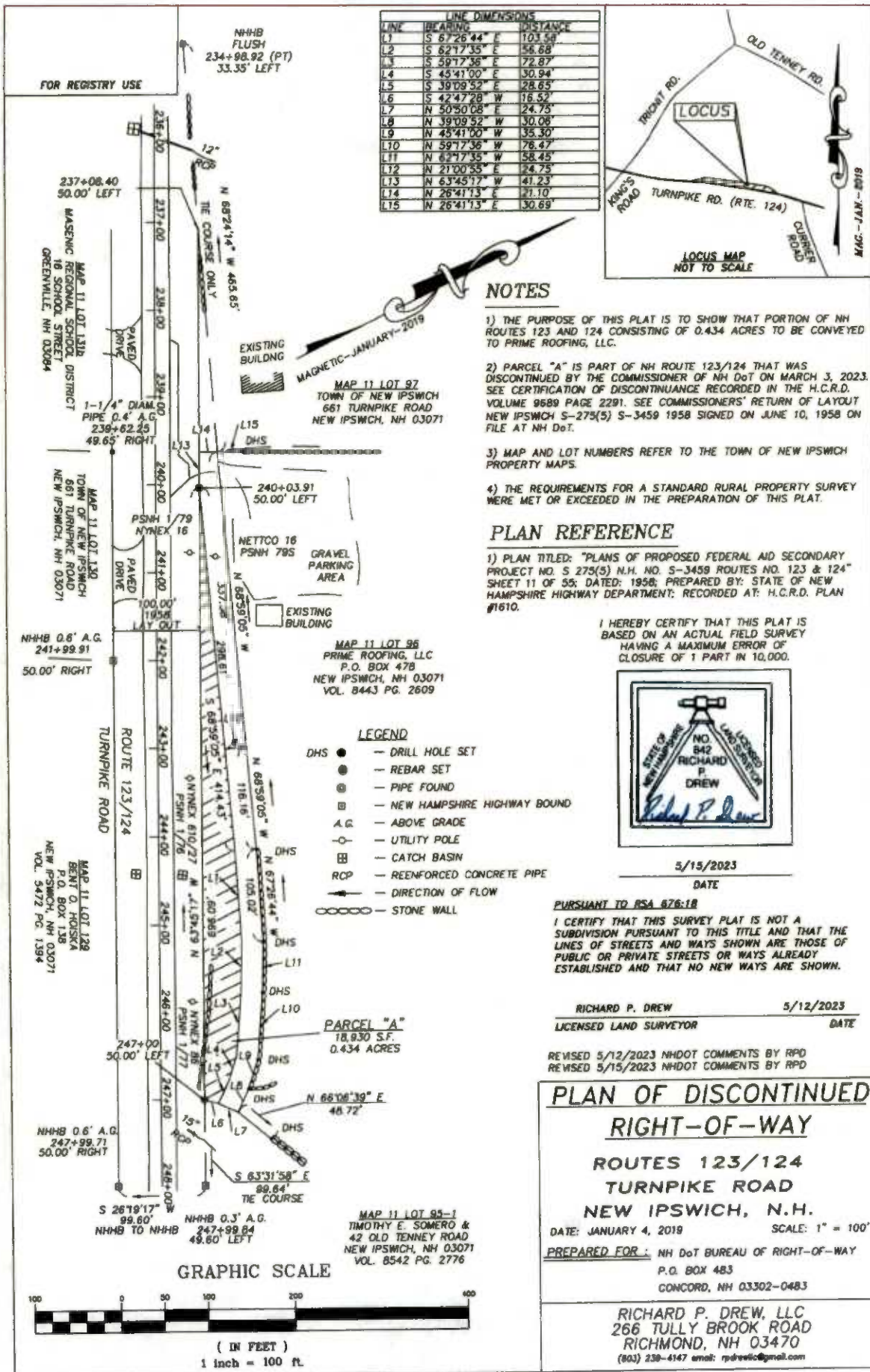
Sandra J. Newman  
Justice of the Peace/Notary Public  
My Commission Expires: 11/25/24

(Seal)

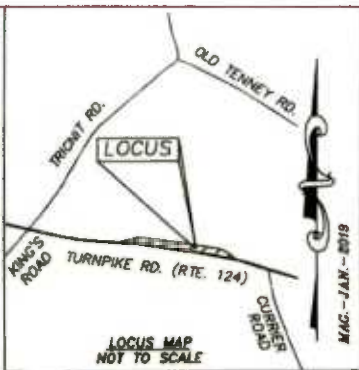
**SANDRA J. NEWMAN, Notary Public**  
State of New Hampshire  
My Commission Expires Nov. 25, 2024



# Exhibit 1



LINE	BEARING	DISTANCE
L1	S 67°26'44" E	103.58
L2	S 62°17'35" E	56.68
L3	S 59°17'36" E	72.87
L4	S 45°41'00" E	30.94
L5	S 39°09'52" E	28.65
L6	S 42°47'28" W	16.52
L7	N 50°50'08" E	24.75
L8	N 39°09'52" W	30.08
L9	N 45°41'00" W	35.30
L10	N 59°17'36" W	76.47
L11	N 62°17'35" W	58.45
L12	N 21°00'55" E	24.75
L13	N 63°45'17" W	41.23
L14	N 26°41'13" E	21.10
L15	N 26°41'13" E	30.69



## NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO SHOW THAT PORTION OF NH ROUTES 123 AND 124 CONSISTING OF 0.434 ACRES TO BE CONVEYED TO PRIME ROOFING, LLC.
- 2) PARCEL "A" IS PART OF NH ROUTE 123/124 THAT WAS DISCONTINUED BY THE COMMISSIONER OF NH DOT ON MARCH 3, 2023. SEE CERTIFICATION OF DISCONTINUANCE RECORDED IN THE H.C.R.D. VOLUME 9689 PAGE 2291. SEE COMMISSIONERS' RETURN OF LAYOUT NEW IPSWICH S-275(5) S-3459 1958 SIGNED ON JUNE 10, 1958 ON FILE AT NH DOT.
- 3) MAP AND LOT NUMBERS REFER TO THE TOWN OF NEW IPSWICH PROPERTY MAPS.
- 4) THE REQUIREMENTS FOR A STANDARD RURAL PROPERTY SURVEY WERE MET OR EXCEEDED IN THE PREPARATION OF THIS PLAT.

## PLAN REFERENCE

- 1) PLAN TITLED: "PLANS OF PROPOSED FEDERAL AID SECONDARY PROJECT NO. S 275(5) N.H. NO. S-3459 ROUTES NO. 123 & 124" SHEET 11 OF 55; DATED: 1958; PREPARED BY: STATE OF NEW HAMPSHIRE HIGHWAY DEPARTMENT; RECORDED AT: H.C.R.D. PLAN #1610.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY HAVING A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 10,000.



5/15/2023  
DATE

PURSUANT TO RSA 676:18

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

RICHARD P. DREW 5/12/2023  
LICENSED LAND SURVEYOR DATE

REVISED 5/12/2023 NHDOT COMMENTS BY RPD  
REVISED 5/15/2023 NHDOT COMMENTS BY RPD

## PLAN OF DISCONTINUED RIGHT-OF-WAY

ROUTES 123/124  
TURNPIKE ROAD  
NEW IPSWICH, N.H.

DATE: JANUARY 4, 2019 SCALE: 1" = 100'  
PREPARED FOR: NH DOT BUREAU OF RIGHT-OF-WAY  
P.O. BOX 483  
CONCORD, NH 03302-0483

RICHARD P. DREW, LLC  
266 TULLY BROOK ROAD  
RICHMOND, NH 03470  
(603) 238-4147 email: rpdrewllc@gmail.com

## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.