

Sam



*William Cass, P.E.
Commissioner*

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

25B



*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
November 17, 2023

REQUESTED ACTION

Under RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 1.18 +/- acres of state-owned land located on the westerly side of NH Route 3 and north of Merrill Access Road in the Town of Thornton. The sale will be direct to the Town of Thornton (Grantee) for \$8,000, plus an administrative fee of \$1,100 already collected, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has determined the parcel was originally purchased with 90% Federal Funds and 10% 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 (10% of \$8,000.00)	<u>FY 2024</u> \$800
04-096-096-963515-3054-401771 Consolidated Federal Aid (90% of \$8,000.00)	<u>FY 2024</u> \$7,200

EXPLANATION

The Department received a request from the Town of Thornton to acquire the 1.18 +/- acres of vacant land located on the westerly side of NH Route 3 and north of Merrill Access Road. The grantee wants to acquire the vacant land to expand its municipal buildings.

Under RSA 4:39-c, this sale has been reviewed by the Department and determined to be surplus to our operational needs and interests. The sale will include the following conditions:

- The buyer must commission a Land Surveyor licensed in NH to survey and prepare a Perimeter Boundary Line plan depicting the right-of-way limits, 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 Grafton County Registry of Deeds, from which the Department will prepare the conveyance deed. The Grantee will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).
- The Department shall retain a 50-foot CAROW on US Route 3, with (1) point of access allowed north of Station 20+00 LT, and a 33-foot CAROW on Merrill Access Road, with 2 points of access allowed.
- A utility easement must be established if the utility pole on Merrill Access Road is within the subject parcel
- Access will be from the Grantee's existing driveway.

At the March 10, 2023 meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 23-006) was approved, allowing the Department to sell the 1.18 +/- acres of state-owned land directly to the Town of Thornton for the market value of \$8,000 and to assess an administrative fee of \$1,100.

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

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/AMO
Attachments

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 17th day of October 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 (hereinafter referred to as the "Department") and The Town of Thornton, or their designee at closing (under common control), with a principal address of 16 Merrill Access Road Thornton, NH 03285 (hereinafter referred to as the "Buyer") (referred to individually as a "Party" and collectively as the "Parties").


RECITALS

This Agreement relates to the sale of real estate located on Merrill Access Road, in the Town of Thornton NH (the "Property"), more particularly described as:

- Being a portion of the property acquired in 1974 for the Thornton I-93 P-7889-B project, identified as parcel 11 on the project plans and recorded in Grafton County Registry of Deeds Book 1068, Page 0496 dated March 25, 1968. Said property is to be more defined and delineated in the Survey contemplated herein, which, upon approval by the Department, shall become the determinative description of the property.

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 westerly of NH Route 3 and North of Merrill Access Road, in the Town of Thornton, New Hampshire, consisting of 1.18 +/- acres of unimproved land, as further described herein.
- II. The Department is disposing of a portion of the Property totaling 1.18 +/- acres, 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 under RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department to enlarge their abutting property for recreational/educational purposes.
- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, under RSA 4:39-c.
- VI. All Parties to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

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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 1.18 +/- acres of land as shown on the plan contemplated by Section 1.4.1 of the Agreement.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **eight thousand dollars** (\$8,000) due at closing. The administrative fee of \$1,100 was previously received in full.
- 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.
- 1.4. **Conditions of sale:** The subject property located on the westerly side of NH Route 3 and north of the Merrill Access Road in the Town of Thornton is being sold "as is, where is, and with all faults." The Long-Range Capital Planning and Utilization Committee has approved the following sale conditions which must be satisfied before the closing.
 - 1.4.1. The Buyer is required to commission a Land Surveyor licensed in NH, to survey and prepare a Parameter Boundary Line plan depicting the limits of the right-of-way and all easements of record, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a, in the Grafton County Registry of Deeds, from which the Department will prepare the conveyance deed. Upon request, the Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s). Monuments are required at all PTs and PCs along the existing right-of-way, and all new points of deflection as proposed.
 - 1.4.2. A utility easement will need to be established if the utility pole on Merrill Access Road is within the subject parcel.
 - 1.4.3. The property shall be sold "AS-IS, WHERE-IS, and WITH ALL FAULTS"

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1.4.4 The Department shall retain a 50-foot CAROW on US Route 3 with (1) point of access allowed north of Station 20+00 LT, and a 33-foot CAROW on Merrill Access Road with 2 points of access allowed. The buyer shall obtain driveway permits through the Department's District 3 office and comply with the Department's permit policy.

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 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 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".

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- 1.6 **Closing:** The Parties agree that the closing shall occur within **ninety (90) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.
- 1.7 **Title and Deed Restrictions:** In addition to the terms and conditions set forth within this Agreement, the conveyance of the Property by the Department to the Buyer shall be by Quitclaim Deed and 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, and 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 acceptable to 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:** 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:** By New Hampshire State Law RSA 78-B:2, the Department is exempt from the Real Estate Transfer Tax.
- 1.11 **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
- 1.12 **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. 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

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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 sixty (60) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within said time frame, then any objections to the title are waived.

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

- 3.1 The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 3.2 Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.
- 3.3 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.


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

- 4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining approval by the Long-Range Capital Planning and Utilization Committee and final approval by the Governor and Executive Council under RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.
- 4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.
- 4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.
- 4.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

5 **GENERAL PROVISIONS**

- 5.1 **Cooperation:** The Buyer and the Department agree to cooperate to achieve the purposes of this Agreement and, in connection therewith, to

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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

Initial 

among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.

- 5.10 **Survival of Agreement.** The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

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- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process for any local or state land use approvals. The Buyer shall be responsible for obtaining all necessary permits or approvals, 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 is required and/or authorized to convey the property to the Buyer.
- 5.17 **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 5.18 **Saving Clause:** 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

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Initial 

BUYER:

By:

Date:

11/3/2023

Printed:

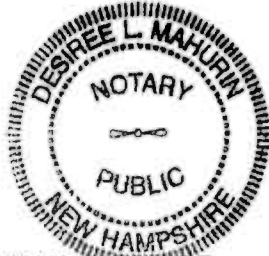
Peter Lautenberg
Representative of The Town of Thornton
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Grafton

Signed or attested before me on the 3 day of November, 2023

Desiree L Mahurin
Justice of the Peace/Notary Public

(Seal)



My Commission Expires:

DESIREE L. MAHURIN
Notary Public - New Hampshire
My Commission Expires 4/12/2028

SELLER:

STATE OF NEW HAMPSHIRE

By:

Date:

11/14/23

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 the 14 day of November, 2023

Angela Osborne
Justice of the Peace/Notary Public

(Seal)

My Commission Expires:

ANGELA OSBORNE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 22, 2028

Initial PO

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 23-006

FROM: Stephen G. LaBonte
Administrator



DATE: February 16, 2023

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

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

Approved by the Long Range
Capital Planning & Utilization
Committee March 10, 2023

TO: The Honorable 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 1.18 +/- acres of state-owned land, located westerly of NH Route 3, and north of the Merrill Access Road in the Town of Thornton. The sale will be direct to the abutting owner, the Town of Thornton (Grantee), in the amount of \$8,000, plus an administrative fee of \$1,100. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Department received a request from the Town of Thornton to acquire the parcel to expand their municipal building property. The parcel is a portion of two parcels with a combined area of 98.04 acres acquired from Vincent R. and Jeraldine Levasseur via condemnation in 1968, for \$20,450, which was acquired as part of the I-93-3(49)92 P-7889-B project.

After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal.

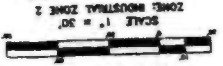
As a condition of this sale, the Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan under RSA 478:1-a, in the Grafton County Registry of Deeds, from which the Department will prepare the conveyance deed. The Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).

A Staff Appraiser from the Department evaluated the parcel and prepared a contributory value appraisal using the sales comparison approach that adheres to the requirements of the Uniform Standards of Professional Appraisal Practice. Based on the current conditions of the parcel, the appraiser's opinion of value as of December 30, 2022, was concluded to be \$8,000.00.

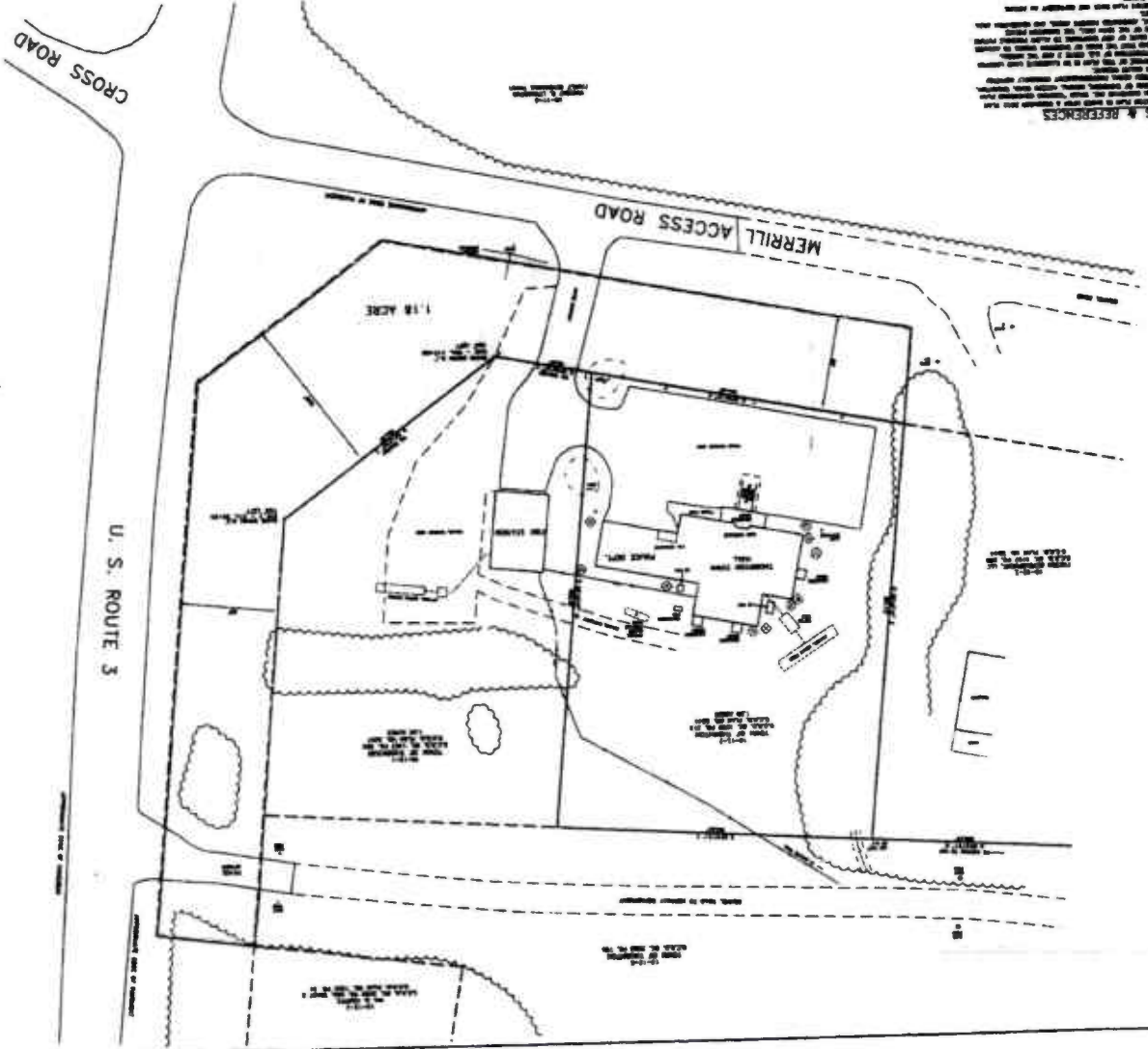


SKETCH OF PROPOSED
 ACQUISITION AREA
 BY THE
 TOWN OF THORNTON
 FROM THE
 STATE OF NEW HAMPSHIRE
 PREPARED JULY 25, 2000 BY
 SABOURN & TORRES
 SURVEYING AND SITE DESIGN, PLLC
 105 South Water Street
 Portsmouth, NH 03801
 Telephone (603) 428-2000

PRELIMINARY
 PLAN
 7/25/00



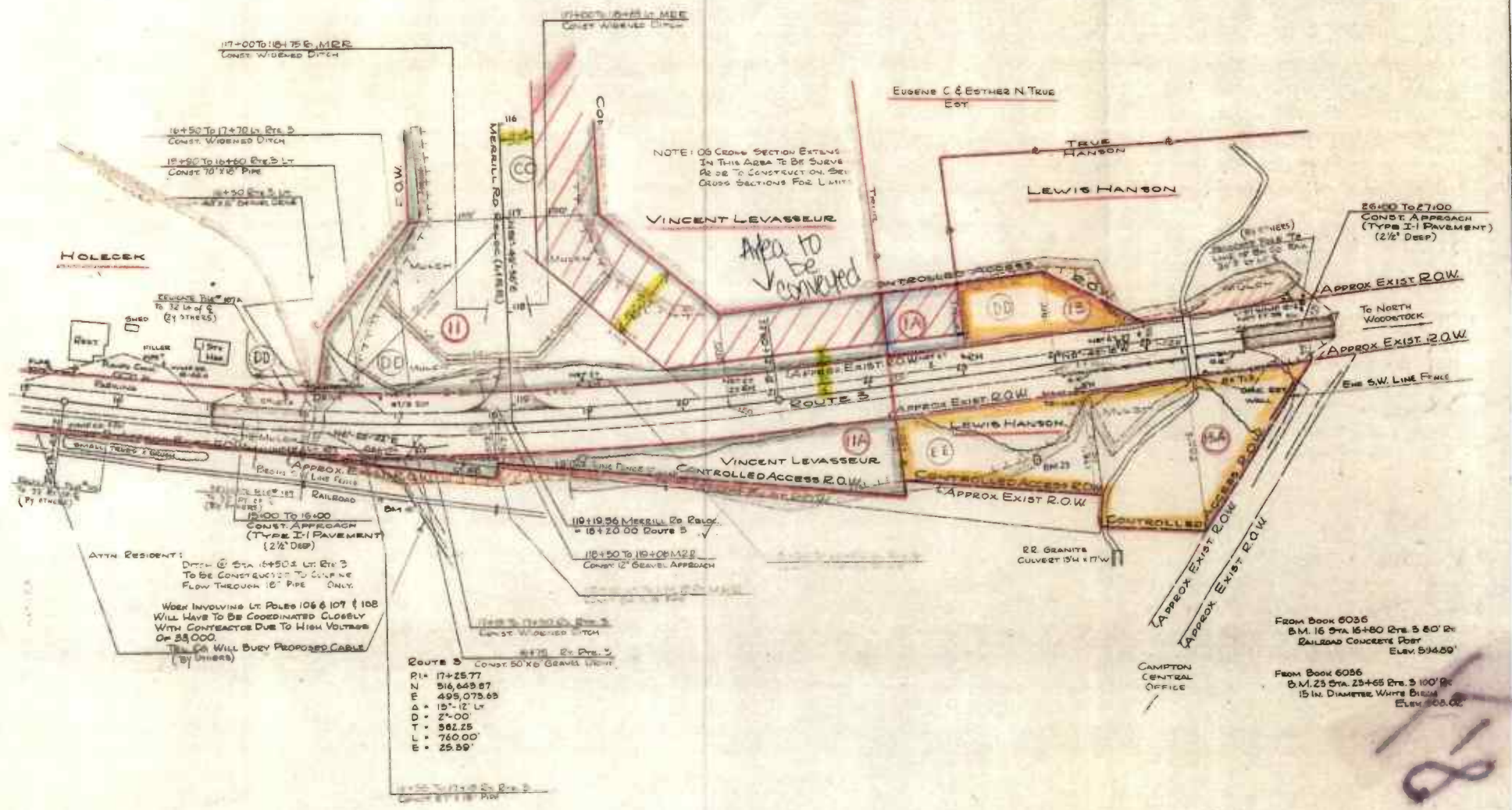
- LEGEND**
- PROPOSED ACQUISITION AREA
 - EXISTING ACQUISITION AREA
 - EXISTING BOUNDARY
 - EXISTING ROAD
 - EXISTING UTILITY
 - EXISTING FENCE
 - EXISTING CONCRETE
 - EXISTING ASPHALT
 - EXISTING GRAVEL
 - EXISTING SAND
 - EXISTING CLAY
 - EXISTING SILT
 - EXISTING LOESS
 - EXISTING ALLUVIUM
 - EXISTING BEDROCK
 - EXISTING VEGETATION
 - EXISTING WATER
 - EXISTING SWAMP
 - EXISTING WETLAND
 - EXISTING WOODLAND
 - EXISTING PASTURE
 - EXISTING AGRICULTURE
 - EXISTING FOREST
 - EXISTING OPEN SPACE
 - EXISTING UNDEVELOPED
 - EXISTING DEVELOPED
 - EXISTING IMPROVED
 - EXISTING UNIMPROVED
 - EXISTING UTILITIES
 - EXISTING STRUCTURES
 - EXISTING FENCES
 - EXISTING BARRIERS
 - EXISTING OBSTACLES
 - EXISTING HAZARDS
 - EXISTING RESTRICTIONS
 - EXISTING REGULATIONS
 - EXISTING ZONING
 - EXISTING DEEDS
 - EXISTING RECORDS
 - EXISTING SURVEYS
 - EXISTING MAPS
 - EXISTING PLANS
 - EXISTING SPECIFICATIONS
 - EXISTING CONTRACTS
 - EXISTING AGREEMENTS
 - EXISTING COVENANTS
 - EXISTING EASEMENTS
 - EXISTING RIGHTS
 - EXISTING INTERESTS
 - EXISTING CLAIMS
 - EXISTING DEFENSES
 - EXISTING REMEDIES
 - EXISTING ENFORCEMENT
 - EXISTING VIOLATIONS
 - EXISTING PENALTIES
 - EXISTING FINES
 - EXISTING JUDGMENTS
 - EXISTING DECISIONS
 - EXISTING OPINIONS
 - EXISTING REPORTS
 - EXISTING STUDIES
 - EXISTING ANALYSES
 - EXISTING EVALUATIONS
 - EXISTING ASSESSMENTS
 - EXISTING INVESTIGATIONS
 - EXISTING RESEARCH
 - EXISTING DEVELOPMENT
 - EXISTING CONSTRUCTION
 - EXISTING MAINTENANCE
 - EXISTING REPAIRS
 - EXISTING REPLACEMENTS
 - EXISTING UPGRADES
 - EXISTING IMPROVEMENTS
 - EXISTING MODIFICATIONS
 - EXISTING ALTERATIONS
 - EXISTING ADJUSTMENTS
 - EXISTING CORRECTIONS
 - EXISTING REVISIONS
 - EXISTING CHANGES
 - EXISTING UPDATES
 - EXISTING REVISIONS
 - EXISTING CHANGES
 - EXISTING UPDATES



NOTES & REFERENCES
 1. THIS PLAN IS A PRELIMINARY SKETCH OF PROPOSED ACQUISITION AREA.
 2. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION.
 3. THE TOWN OF THORNTON HAS THE RIGHT OF FIRST REFUSAL TO ACQUIRE THIS PROPERTY.
 4. THE STATE OF NEW HAMPSHIRE HAS THE RIGHT OF FIRST REFUSAL TO ACQUIRE THIS PROPERTY.
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 10. THE STATE OF NEW HAMPSHIRE HAS THE RIGHT OF FIRST REFUSAL TO ACQUIRE THIS PROPERTY.

STATE	SHEET NO.	TOTAL SHEETS
N.H.	39	80

THORNTON - P7889K
 I-93-3(49)92
 3/29/1969



NOTE: OS CROSS SECTION EXTENDS IN THIS AREA TO BE SURE AS TO CONSTRUCTION ON SET CROSS SECTIONS FOR LIMIT.

Area to be converted

Route 3 Const. 50' X 6' GRAVEL APPROACH
 P1 = 17+25.77
 N = 516,649.87
 E = 495,073.65
 Δ = 15'-12" LY
 D = 2'-00"
 T = 582.25
 L = 760.00'
 E = 25.50'

FROM BOOK 6036
 B.M. 16 STA. 15+80 (2" x 3" RAILROAD CONCRETE POST)
 ELEV. 534.50'

FROM BOOK 6056
 B.M. 23 STA. 23+65 P.T.S. 3 100' DIAMETER WHITE BIRMINGHAM
 ELEV. 508.00'

CAMPTON CENTRAL OFFICE

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SHEET NO.	TOTAL SHEETS
3-95-THORNTON	80