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MILC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

January 14, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, acting on behalf of the New Hampshire Fish and Game Department, pursuant to RSA 4:40, to sell the State-owned land, buildings, and other improvements known as Brentwood Game Farm located at 287 South Road, Brentwood (the "Property") to Game Farm LLC for \$535,000, plus the \$1,100 administrative fee required by RSA 4:40, III-a, pursuant to the terms of a Purchase and Sale Agreement dated as of November 21, 2019, to be effective upon authorization by the Governor and Executive Council. **100% Net Proceeds from Sale (Fish and Game Fund).**

Net proceeds from the sale will be allocated to Account # 00000075-402067, New Hampshire Fish and Game Department, *Miscellaneous Income*.

	<u>FY2020</u>
Fish and Game Fund Revenue	\$536,100

EXPLANATION

The Property consists of a parcel of land approximately 35.5 acres in size, a single-family farm house with approximately 1,572 square feet of above grade living area, and several outbuildings, including two garages, a grain house, a small game shed, and two large game sheds. It is located at 287 South Road in Brentwood. The Property has over 1,100 feet of frontage along South Road.

The New Hampshire Fish and Game Department (NHFG) acquired Brentwood Game Farm in the mid-1950s. The property was originally used to raise pheasant for the NHFG pheasant hunting season. This program ended around 1973 when all of the birds

were destroyed due to an Eastern Equine Encephalitis (EEE) scare. The University of New Hampshire then leased the buildings until 2010 to conduct research on deer and other native wildlife. Most recently, the farmhouse and some of the outbuildings were utilized by the NHFG Law Enforcement Division for trainee housing and storage, but the game sheds have been abandoned for many years.

The Property was acquired with Fish and Game funds without any restrictions at the time of purchase. Pursuant to RSA 206:34-a, the proceeds from the proposed sale will be returned to the Fish and Game general fund and then dedicated to the benefit of another NHFG property known as the Emery Farm Tract, a 26-acre property in Greenland, New Hampshire. The Emery Farm Tract features a house (c. 1916), barn, and numerous outbuildings that were conveyed to NHFG with a life estate reserved for the grantor's daughter. In January 2018, the daughter passed away, and the Emery Farm Tract property became fully subject to NHFG control.

The Emery Farm Tract is part of a larger NHFG managed area known as the Mill Creek Wildlife Management Area (formerly known as the Great Bay Farms Wildlife Management Area). It is also a part of the Great Bay National Estuarine Research Reserve. While spectacular, and providing a tremendous opportunity to provide much-needed public access to the Great Bay, the Emery Farm Tract has a laundry list of needs that include restoration of the farmhouse, demolition or restoration of several outbuildings, and development of public boat access to Great Bay. NHFG intends to leverage the net proceeds from the proposed sale of Brentwood Game Farm against available federal grants, allowing NHFG to address the significant building restoration and public boat access needs of the Emery Farm Tract. The Brentwood Game Farm proceeds will be used as matching funds for available federal grants. For example, one federal grant requires NHFG to provide matching funds equal to 25% of the cost of an approved project in order to obtain the grant equal to the remaining 75% of the project cost. This means that \$300,000 in Fish and Game funds could be matched with an additional \$900,000 in federal funds to complete a \$1.2 million project, thus potentially multiplying the public benefit from the Brentwood Game Farm sale proceeds by a factor of four.

As of April 1, 2019, Shurtleff Appraisal Associates, Inc., an independent firm providing real estate appraisal services, appraised the market value of the Property at \$535,000. On September 10, 2019, the Long Range Capital Planning and Utilization Committee approved the proposed sale of the Property for \$535,000 plus the \$1,100 administrative fee required by RSA 4:40, III-a. Pursuant to RSA 4:40, I, the Property was then offered to the Town of Brentwood for \$535,000 by letter dated October 3, 2019. That offer was deemed rejected when, in accordance with the terms of the offer letter, the Town allowed more than thirty days to pass without a formal response. However, while the Town remained very reluctant to buy the Property, its Conservation Commission informally expressed significant interest in ensuring that the Property would remain intact, preferably as productive agricultural land. Proposed buyer Game Farm LLC is a real estate holding company with members who include an experienced

His Excellency, Governor Christopher T. Sununu
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January 14, 2020
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farmer with immediate plans to return the Brentwood Game Farm property intact to productive agricultural use.





Based on the foregoing, we respectfully recommend the sale of the Property to Game Farm LLC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus". The signature is fluid and cursive, with a long horizontal stroke at the end.

Charles M. Arlinghaus
Commissioner

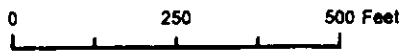


-  NH Fish & Game Taxmap
-  All areas are prime farmland
-  Farmland of statewide importance
-  Farmland of local importance

**NH Fish & Game
Brentwood, NH**



1:3,500



Boundary and feature locations are approximate. Easement boundary based on tax maps.




Map prepared by
Southeast Land Trust of NH
February, 2019

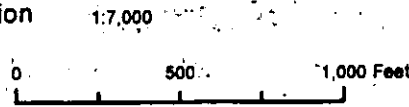




 NH Fish & Game (Brentwood)

WAP Tiers

-  1 Highest Ranked Habitat in New Hampshire
-  2 Highest Ranked Habitat in Biological Region
-  3 Supporting Landscapes

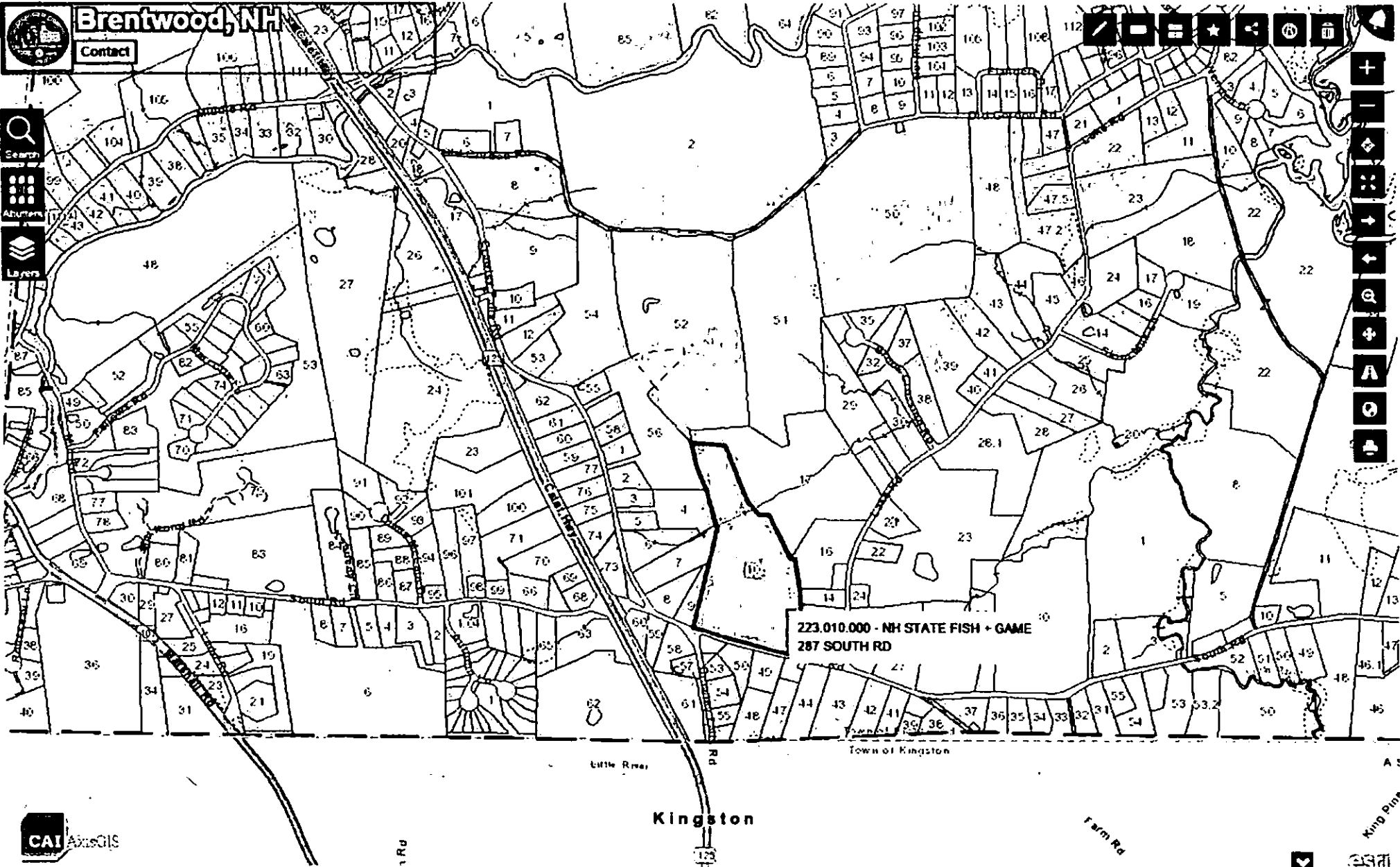


**NH Fish & Game Map
Brentwood, NH**

Boundary and feature locations are approximate. Easement boundary based on tax maps.

Map prepared by
Southeast Land Trust of NH
May, 2019





Brentwood, NH

Contact

Search
Address
Layers

Navigation toolbar with icons for home, back, forward, search, and other map controls.

223.010.000 - NH STATE FISH + GAME
287 SOUTH RD

Kingston



New Hampshire Council on Resources and Development

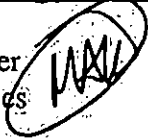
NH Office of Strategic Initiatives
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department
(Via email to Glenn.Normandeau@wildlife.nh.gov)

FROM: Michael Klass, Principal Planner
NH Office of Strategic Initiatives 

DATE: July 15, 2019

SUBJECT: Surplus Land Review, SLR 19-004 (Brentwood)

On July 11, 2019, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from the Fish and Game Department to sell certain property referred to as the Brentwood Game Farm off South Road in Brentwood, as detailed in request submitted to CORD under cover letter dated May 23, 2019.

At such time, CORD members voted to **RECOMMEND APPROVAL OF SLR 19-004** (Brentwood).

cc: Betsey McNaughten, New Hampshire Fish and Game Department
(Via email to Elizabeth.McNaughten@wildlife.nh.gov)
Jared Chicoine, Office of Strategic Initiatives
(Via email to Jared.Chicoine@osi.nh.gov)
Long Range Capital Planning and Utilization Committee
(Via email to Pamela.Ellis@leg.state.nh.us)



LRCP 19-023

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3181

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3181

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

September 10, 2019

Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, New Hampshire 03301

Dear Executive Director Normandeau,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 10, 2019, approved the request of the New Hampshire Fish and Game Department to: 1) surplus 35 acre property commonly referred to as the Brentwood Game Farm off South Road, Brentwood NH at the fair market value of \$535,000; and 2) denied the request to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 12, 2019.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christopher M. Shea".

Christopher M. Shea
Deputy Legislative Budget Assistant

CMS/pe
Attachment

Cc: Elizabeth McNaughten, Land Agent
N.H. Fish and Game Department



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

October 3, 2019

Karen Clement, Town Administrator
Town of Brentwood
1 Dalton Road
Brentwood, New Hampshire 03833

Dear Ms. Clement:

In accordance with RSA 4:40, I, the undersigned Real Property Asset Manager of the New Hampshire Department of Administrative Services, acting on behalf of the New Hampshire Fish and Game Department, hereby offers to the Town of Brentwood for a limited time the right to purchase the surplus Brentwood Game Farm property located at 287 South Road in the Town of Brentwood (Parcel ID 223.010.000), primarily consisting of approximately 35 acres of land, a two-story wood frame farm house with approximately 1,572 square feet of finished above-ground living space, and several outbuildings including a barn (the "Property"), as-is, for Five Hundred Thirty-Five Thousand Dollars (\$535,000.00).

The Property was acquired by the State in two parcels by Deed of John F. and Mildred M. Gove dated July 17, 1951, recorded in the Rockingham County Registry of Deeds at Book 1215, Page 480, and by Deed of Lancelot Farmer dated January 23, 1954, recorded in the Rockingham County Registry of Deeds at Book 1306, Page 481.

The proposed sale of the Property at the price set forth above was approved by the joint legislative Long Range Capital Planning and Utilization Committee on September 10, 2019. I ask that the Town please act on this offer as quickly as possible so that in the event of the Town's rejection we may commence to negotiate the terms of a sale to a known interested party without undue delay. **In any event, this offer will be deemed rejected if the undersigned does not receive a written response from the Town within thirty (30) days of the date of this letter.**

If you have any questions, or to request further information on the Property, please contact me at (603) 271-7644 or jared.nylund@das.nh.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Nylund".

Jared Nylund
Real Property Asset Manager

Cc: Elizabeth McNaughten, Land Agent, New Hampshire Fish and Game Department

PURCHASE AND SALE AGREEMENT

This Agreement is dated this 21st day of November 2019 between the **STATE OF NEW HAMPSHIRE**, by and through its Department of Administrative Services, having an address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "Seller") and **GAME FARM LLC**, a New Hampshire limited liability company, having an address of 96 Woodman Road, South Hampton, New Hampshire 03827 (the "Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 35-acre parcel of land, with the buildings and improvements situated thereon, located at 287 South Road, Brentwood, New Hampshire (the "Premises"), which was originally conveyed to the State in two parcels by Deed of John F. and Mildred M. Gove dated July 17, 1951, recorded in the Rockingham County Registry of Deeds at Book 1215, Page 480, and by Deed of Lancelot Farmer dated January 23, 1954, recorded in the Rockingham County Registry of Deeds at Book 1306, Page 481. The Premises are now shown as Parcel ID # 223.010.000 on the Town of Brentwood tax maps.

B. The Premises are being sold as surplus real property pursuant to RSA 4:40. RSA 4:40 requires the following: (i) a determination by the Executive Director of the Fish and Game Department that the Premises are surplus and should be sold; (ii) a review of the proposed sale by the interagency Council on Resources and Development ("CORD"); (iii) approval of the proposed sale by the joint legislative Long Range Capital Planning and Utilization Committee ("LRCPUC"); (iv) an offer to sell the Premises at not less than its current market value to the city, town or county in which the Premises are located; and (v) final approval of the sale of the Premises by the Governor and Executive Council of the State of New Hampshire ("G&C"). With respect to the sale of the Premises to the Buyer, the Executive Director of the Fish and Game Department has determined that the Premises are surplus and should be sold, and CORD has reviewed the proposed sale of the Premises and recommended it for approval. On September 10, 2019, LRCPUC approved Seller's proposal to sell the Premises at the Purchase Price set forth herein. On October 3, 2019 (the "Offer Date"), Seller offered to sell the Premises to the Town of Brentwood at the Purchase Price set forth herein. Pursuant to the terms of said offer, by failing to respond to said offer in writing within thirty (30) days of the Offer Date the Town of Brentwood was deemed to have rejected said offer on November 4, 2019. This Agreement shall be subject to final authorization by G&C.

C. Seller desires to sell, and Buyer desires to buy, the Premises pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Premises, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Premises (collectively, the "Property"). The Property shall be sold as-is, in its current condition, together with any personal property as may remain thereon or therein. Notwithstanding any other provision in this Agreement to the contrary, the Seller shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the date of this Agreement.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Five Hundred Thirty-Five Thousand Dollars and no/cents (\$535,000.00), plus an additional One Thousand One Hundred Dollars (\$1,100.00) as an administrative fee pursuant to RSA 4:40, III-a. The Purchase Price shall be payable as follows:

(a) Fifteen Thousand Dollars (\$15,000.00) shall be paid to the Escrow Agent (defined below) as a deposit upon execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by Bernstein, Shur, Sawyer & Nelson, P.A. (the "Escrow Agent") in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. Except as otherwise provided in this Agreement, the Deposit shall become nonrefundable at the end of the Due Diligence Period, which shall commence upon the date of this Agreement and end forty-five (45) days thereafter, provided that the transaction complies with RSA 4:40 (described herein) and the Seller meets its obligations in accordance with the terms of this Agreement. If Seller does not comply with all applicable provisions of RSA 4:40, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on a date that is within thirty (30) days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or at some other mutually acceptable time (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur through mutually agreeable escrow arrangements through the offices of the Escrow Agent.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Subject to the approval of G&C pursuant to RSA 4:40, Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(b) Subject to the approval of G&C pursuant to RSA 4:40, the execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the final authorization of the G&C pursuant to RSA 4:40.

(c) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

5. Title and Deed. At the Closing, marketable title to the Property shall be conveyed by Seller to Buyer, or Buyer's assignee, by Quitclaim Deed in the statutory form, subject to any (i) easements, liens, restrictions, or other encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing Date; and (iii) real property taxes for the then current tax year which are not yet due and payable on the Closing Date. Seller shall discharge, pay and satisfy out of sale proceeds at the Closing any mortgages; liens, judgments or other liens of a liquidated, fixed or ascertainable amount related to the Property.

If during the Due Diligence Period Buyer notifies Seller in writing of any defect in the condition of title causing it to be not marketable, then Seller shall have the opportunity, for a reasonable period of time not to exceed thirty (30) days, to use diligent efforts to correct or cure the same. Buyer reserves the right to verify prior to Closing that there has been no adverse change in the condition of title to the Property between the expiration of the Due Diligence Period and the Closing Date. If Buyer notifies Seller in writing of any adverse change in the condition of title, then Seller shall again have the opportunity, for a reasonable period of time not to exceed thirty (30) days, to correct or cure the same, and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder.

At the Closing, Seller shall deliver title to and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, free of all personal property and furnishings except as may be present within the Property as of the date hereof.

6. Due Diligence. During the Due Diligence Period defined herein, the Buyer shall have the opportunity to conduct such inspections or examinations of the Property at the Buyer's sole expense as Buyer deems desirable in its sole and absolute discretion, including, without limitation:

(a) General building and engineering inspections;

- (b) Environmental site assessment, including water quality testing;
- (c) Title examination, including any easements; and
- (d) Land title surveys.

Buyer, its agents and contractors shall have full access to the Property during the Due Diligence Period as needed to conduct such inspections or examinations. Access to interior building areas shall be provided by prior arrangement with Seller, provided that Seller shall use its best efforts to provide such access within two (2) business days after Buyer's request for such access. Any invasive inspections or testing, such as may involve digging or excavation, drilling, boring, removal of any building materials, or partial disassembly of any equipment or machinery, for example, may be performed only with the prior specific consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees to restore the Property to its prior condition at the Buyer's sole expense immediately following any such invasive inspections or testing. Seller reserves the right to have its employees or agents present during any on-site inspections or testing. Within five (5) business days after the date of this Agreement, Seller shall compile and provide to Buyer copies of any plans, deeds, easements, documents, information, reports, data, and testing results pertaining to the Property that Seller may have in the possession of its Department of Administrative Services. Buyer may terminate this Agreement during the Due Diligence Period for any or no reason, in its sole and absolute discretion, by providing written notice of withdrawal to Seller. If such written notice of termination is received by Seller during the Due Diligence Period, then the Deposit shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder. If at any time Buyer elects not to close, then any and all reports, data, testing results, permits, and plans pertaining to the Property that have been compiled, gathered, or commissioned by Buyer shall become the property of the Seller.

7. Buyer's Contingencies. The Buyer's obligation to purchase the Property pursuant to this Agreement is contingent upon the following:

(a) Buyer's satisfaction with the results of its Due Diligence inspections and examinations, Buyer's express waiver of its right to conduct further inspections and examinations of the Property during the Due Diligence Period, or Buyer's failure to provide a written notice of termination to Seller during the Due Diligence Period as set forth in Sections 2(a) and 6 of this Agreement.

(b) Buyer's satisfaction with its examination of title to the Property.

8. Governor and Executive Council. Upon the earlier of the end of the Due Diligence Period or Buyer's waiver of all contingencies other than verification of the condition of title prior to Closing, Seller shall prepare and submit a request to G&C to authorize the sale of the Property pursuant to the terms and provision of this Agreement. Buyer, or Buyer's assignee, agrees to provide such additional documentation as Seller may reasonably require to complete the G&C request package. For example, because Buyer is a limited liability company, Seller will require reasonable documentation of the requisite

corporate authority to complete the purchase of the Property. Buyer acknowledges that the entire G&C submission and approval process can take up to four (4) weeks or more.

9. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts.

10. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and other compensation not yet received prior to Closing.

11. Taxes and Assessments. It is understood that the Seller is exempt from liability for real estate taxes assessed on the Property. Real estate taxes, special assessments, betterment assessments, water rates, sewer charges, and rents, if any, shall be prorated and adjusted as of the date of Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, then any apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing that such actual taxes are determined.

12. Transfer Tax. It is understood that the Seller is exempt from its portion of the real estate transfer tax related to the sale of the Property. The Buyer agrees to pay Buyer's portion of the transfer tax pursuant to Rev 802.03(a). Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

13. Default by Buyer. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement, then Seller may, as its sole remedy at law or in equity, retain the Deposit as liquidated damages, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

14. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, then Buyer shall have the right to either: (i) terminate this Agreement without further liability hereunder, in which event the Deposit shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy.

15. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker, agent or representative in connection with this transaction.

16. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no material adverse change in the condition of the Property from its condition as of the date of this Agreement other than resulting from usual wear and tear;

(e) there being no adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof;

(f) there being no tenants or persons in possession of the Property other than the Seller; and

(g) compliance by the Seller with the requirements of RSA 4:40 with respect to the sale of the Property.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, then Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, the Deposit shall be forthwith returned to the Buyer, and neither party shall have any further rights or obligations hereunder.

17. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt from the Buyer of the full Purchase Price and the administrative fee pursuant to RSA 4:40, III-a at the Closing; and

(b) final approval of the transaction by G&C pursuant to RSA 4:40, I.

If any one of the above conditions is not met, then Seller may terminate this Agreement by giving written notice to Buyer, the Agreement shall terminate, and the Deposit shall be handled in the manner provided in this Agreement.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: Jared Nylund
Real Property Asset Manager
New Hampshire Department of Administrative Services
25 Capitol Street, Room 102
Concord, New Hampshire 03301

If to Buyer: Game Farm LLC
96 Woodman Road
South Hampton, New Hampshire 03827

With a copy to:

James D. Kerouac
Bernstein, Shur, Sawyer & Nelson, P.A.
670 N. Commercial Street, Suite 108
Manchester, NH 03105-1120

19. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

- (a) title examination and any title insurance premium
- (b) full cost of all inspections or examinations of the Property as may be conducted or commissioned by the Buyer
- (c) one-half of the New Hampshire real estate transfer tax
- (d) cost of recording the deed and other recording fees
- (e) cost of producing additional Buyer documentation reasonably required for Seller's G&C request package
- (f) any applicable wire transfer fee to transfer all net proceeds from the sale of the Property to Seller's bank account

By Seller:

- (a) cost of preparing the deed and other conveyancing documents.

20. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Quitclaim Deed of the Property in proper form reasonably acceptable to Buyer's counsel and duly executed and acknowledged, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that any real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed real estate transfer tax forms.

(e) A settlement statement setting forth the Purchase Price and the closing adjustments made pursuant to this Agreement.

(f) Such affidavits as may be reasonably required by the title insurance company issuing a title insurance policy to the Buyer, to the extent that such affidavits may be produced by or obtained from appropriate persons through the reasonable efforts of the Seller, stating that (i) no work, labor or materials have been delivered to or performed upon the Property at the request of or on behalf of the Seller that are not fully paid for on or prior to the Closing, (ii) there are no outstanding options, rights or estates in favor of any parties other than Buyer to purchase the Property, and (iii) there are no tenants or other persons in possession of the Property or any portion thereof.

(g) Keys to all locks for the buildings located on the Property, if any.

(h) Such other instruments as Buyer may reasonably request to effectuate the transaction contemplated by this Agreement.

21. Deposit and Escrow Funds. (a) The Deposit shall be held by the Escrow Agent in a federally insured, non-interest bearing client trust account and shall be duly accounted for at the Closing. In the event that Buyer or Seller sends notice to Escrow Agent certifying to Escrow Agent that it is entitled to receive the Deposit pursuant to the terms of this Agreement (other than at the Closing), Escrow Agent shall forward a copy of such certification to the other party (pursuant to the notice provisions of Section 18 hereof). If Escrow Agent does not receive an objection from such party to such certification within fifteen (15) days after the date of such notice, then Escrow Agent may disburse all such amounts to the certifying party. If Escrow Agent receives an objection or receives conflicting demands, then Escrow Agent shall have the right to do either of the following: (i) interplead the funds into a court of competent jurisdiction in Rockingham County, New Hampshire (the cost of doing so to be deducted from the funds but shared equally between the parties), such that the parties shall thereafter be free to pursue their rights at law or in equity with respect to the disbursement of the funds, and the Escrow Agent shall be fully released and discharged from its duties and obligations under this Agreement; or (ii) resign

and transfer the funds to a replacement escrow agent reasonably satisfactory to Buyer and Seller. Upon the transfer of funds to such replacement escrow agent, the Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement.

(b) In its capacity as escrow agent, the Escrow Agent shall have only those duties and obligations as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. Except as explicitly stated herein, the Escrow Agent shall be under no obligation to refer to any other documents between or among the Buyer and the Seller or otherwise related to the Property or the transaction contemplated hereunder. The Escrow Agent shall not be liable to either party or any other person on account of any error of judgment, any act done or stop taken or omitted in good faith, any mistake of fact or law, or anything else the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of actual and intentional misconduct, willful disregard of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to the Escrow Agent by either party, and shall be entitled to treat as genuine and as the document which it purports to be, any letter, paper or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent further may rely on any affidavit of either party or any other person as to the existence and accuracy of any facts stated therein to be known by the affiant. It is also acknowledged by the parties hereto that Bernstein, Shur, Sawyer & Nelson, P.A., in its capacity as a law firm, represents the Buyer in connection with this Agreement and the sale of the Premises. The Seller agrees that, notwithstanding Bernstein, Shur, Sawyer & Nelson, P.A.'s functions under this Agreement as Escrow Agent, Bernstein, Shur, Sawyer & Nelson, P.A. may, in its capacity as a law firm, represent the Buyer in connection with any dispute between the Seller and the Buyer (and notwithstanding that Bernstein, Shur, Sawyer & Nelson, P.A. may be a party to that dispute and may, in its capacity as a law firm, represent itself) with respect to the Deposit, the Property or this Agreement. The provisions of this Section 21 shall survive the termination of this Agreement.

22. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

23. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

24. Modifications. This Agreement may not be amended orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to further approval by LRCPUC and/or authorization by G&C.

25. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

26. Entire Agreement. This Agreement contains entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

27. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

29. Assignment. The Buyer may, prior to the Seller's submission of its request to G&C for final authorization of the sale contemplated hereby as set forth in Section 8 hereof, assign this Agreement to an affiliate of the Buyer without the consent of the Seller.

30. NOTIFICATIONS PURSUANT TO NH RSA 477:4-a AND 477:4-c.

(a) Radon. Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

(b) Arsenic. Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

(c) Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(d) Water Supply and Sewage Disposal.

Water Supply System: Unknown

Type: Unknown

Location: Unknown

Malfunctions: Unknown

Date of installation: Unknown

Date of most recent water test: Unknown

Problems experienced by Seller (such as an unsatisfactory water test or a water test with notations): Unknown

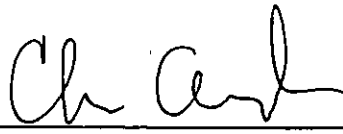
Sewerage Disposal Systems: Unknown
Size of tank: Unknown
Type: Unknown
Location: Unknown
Malfunctions: Unknown
Age of system: Unknown
Date most recently serviced: Unknown
Name of contractor who serviced the system: Unknown

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

By: 
Charles M. Arlinghaus, Commissioner

Witness

BUYER:

GAME FARM LLC

Jocelyn Van Bokkelen, Manager

Witness

ESCROW AGENT:

BERNSTEIN, SHUR, SAWYER & NELSON, P.A.

By: _____
Name: James D. Kerouac
Its: Shareholder

Witness

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

Witness


By: _____
Charles M. Arlinghaus, Commissioner

BUYER:

GAME FARM LLC



Witness



Jocelyn Van Bokkelen, Manager

Spencer O'Connor

ESCROW AGENT:

BERNSTEIN, SHUR, SAWYER & NELSON, P.A.

Witness

By: _____
Name: James D. Kerouac
Its: Shareholder

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

Witness

By: _____
Charles M. Arlinghaus, Commissioner

BUYER:

GAME FARM LLC

Witness

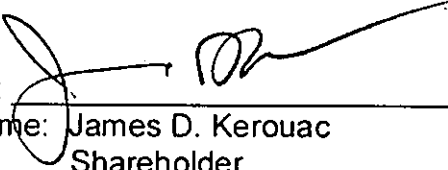
Jocelyn Van Bokkelen, Manager

ESCROW AGENT:

BERNSTEIN, SHUR, SAWYER & NELSON, P.A.



Witness

By: 

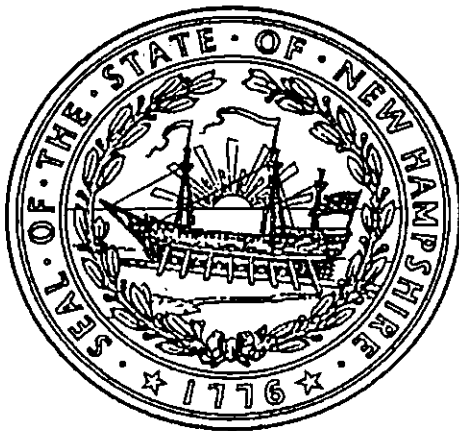
Name: James D. Kerouac
Its: Shareholder

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
GAME FARM LLC

This is to certify that **GAME FARM LLC** is registered in this office as a **New Hampshire Limited Liability Company** to transact business in New Hampshire on 10/31/2019 11:38:00 AM.

Business ID: 830318



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October A.D. 2019

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

MANAGER'S CERTIFICATE

The undersigned, Jocelyn Van Bokkelen, hereby certifies that she is a duly elected and acting Manager of Game Farm LLC, a New Hampshire limited liability company (the "Company"), and that, as such, she is duly authorized to execute and deliver this Manager's Certificate on behalf of the Company. The undersigned hereby further certifies on behalf of the Company:

1. That the following resolutions (the "Resolutions") were presented and duly adopted by the members of the Company on November 18, 2019:

RESOLVED, that it is in the best interests of the Company to enter into a Purchase and Sale Agreement with the State of New Hampshire for the acquisition of an approximately 35-acre parcel of land, with buildings and improvements, located at 287 South Road, Brentwood, New Hampshire (the "Real Property") for a purchase price of \$536,100 (the "Purchase Agreement"); that the Purchase Agreement is hereby authorized and approved; and that Jocelyn Van Bokkelen, as a Manager of the Company be, and hereby is, authorized and directed to execute and deliver the Purchase Agreement in the name and on behalf of the Company.

RESOLVED, that the Managers of the Company be, and hereby are, authorized and directed to negotiate, execute and deliver in the name and on behalf of the Company, all documents, certificates or instruments necessary or appropriate in the Managers' discretion to effectuate the foregoing resolutions, including, but not limited to, the Operating Agreement and any and all documents deemed necessary or appropriate in the Managers' sole and absolute discretion in connection therewith.

2. That the Resolutions are the only resolutions adopted by the members of the Company in relation to the subject matter thereof and were duly adopted in accordance with the provisions of the Certificate of Formation of the Company and the Company's Operating Agreement. The Resolutions have not been rescinded, amended or otherwise modified since the date of their adoption and are in full force and effect on the date hereof.

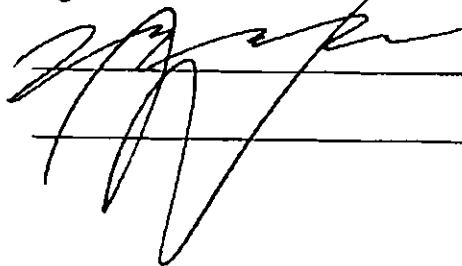
3. Each of the persons named below is a duly elected, qualified and acting manager of the Company, the signature appearing opposite such name below is the true and genuine signature of that person, and the person named below is authorized to execute and deliver on behalf of the Company, each document to which it is a party and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

Name


Signature

Jocelyn Van Bokkelen

Jay Fenlason



IN WITNESS WHEREOF, the undersigned has executed this Manager's Certificate on behalf of the Company as of this 13th day of January, 2020.

By: 
Name: Jocelyn Van Bokkelen
Title: Manager

RETURN TO:

Game Farm LLC
96 Woodman Road
South Hampton, NH 03827

QUITCLAIM DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:40, as authorized by the Governor and Executive Council on _____, 2020 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), for consideration paid, grants to **GAME FARM LLC**, a New Hampshire limited liability company, with a mailing address of 96 Woodman Road, South Hampton, New Hampshire 03827 (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the Town of Brentwood, County of Rockingham, State of New Hampshire (the "Premises"):

A certain parcel of land located at 287 South Road, together with all buildings and other improvements situated thereon, consisting of two abutting tracts having a combined area of approximately 35.5 acres, more or less, said parcel being more particularly bounded and described as follows:

Tract

Beginning at a stake and stones at the southwest corner of property now or formerly of John Gove, said point being the southwesterly corner of the herein described tract;

Thence South 62° East along the south road, so called, eleven hundred eighty-seven (1187) feet, more or less, to a stake near an old willow tree;

Thence North 19° East seven hundred forty-three (743) feet, more or less, to a corner;

Thence North 10° East three hundred seventeen (317) feet, more or less, to a stone bound;

Thence North 89° West fifty-six and six-tenths (56.6) feet, more or less, to a stone bound;

Thence North 10° West five hundred twenty-three (523) feet, more or less, to a stone bound;

Thence North 73° West one hundred five (105) feet, more or less, to a stone bound;

Thence in the same general direction five hundred eighty-five (585) feet, more or less, to the brook;

Thence South 26°45' West eleven hundred fifty (1150) feet, more or less, to the point of beginning.

Meaning and intending to describe the premises conveyed to the State of New Hampshire by Deed of John F. Gove and Mildred M. Gove dated July 17, 1951, recorded in the Rockingham County Registry of Deeds at Book 1215, Page 480.

Tract 2



Beginning at a stone at the northeasterly corner of the herein described tract;

Thence South 4° East six hundred forty-five (645) feet, more or less, by land now or formerly of Walter Prescott to a stone;

Thence South 15° East by said land of Prescott one hundred eighty-eight (188) feet, more or less, to a stone located in the northerly boundary line of Tract 1 herein described;

Thence Westerly four hundred sixty-five (465) feet, more or less, along said northerly boundary of Tract 1 to the brook;

Thence Northerly four hundred (400) feet, more or less, by land now or formerly of Alice Mary Hodgdon to a stone wall;

Thence continuing Northerly by said stone wall and land now or formerly of the heirs of John J. Knight five hundred twenty-five (525) feet, more or less, to a bound on the current or former right of way to N. H. Route 125;

Thence South 75° East thirty-seven (37) feet along said current or former right of way to a stake;

Thence continuing South 75° East by land now or formerly of Walter Prescott three hundred twenty-nine (329) feet, more or less, to the point of beginning.

Meaning and intending to describe the premises conveyed to the State of New Hampshire by Deed of Lancelot Farmer dated January 23, 1954, recorded in the Rockingham County Registry of Deeds at Book 1306, Page 481.

The Premises are conveyed subject to any easements, liens, restrictions, and encumbrances of record.

The Premises are not homestead property.

Pursuant to Rev. 802.03(a), the Grantee shall be liable for payment of the real estate transfer tax imposed by RSA Chapter 78-B.

Dated this _____ day of _____ 2020.

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: _____
Charles M. Arlinghaus, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2020, personally appeared the above-named Charles M. Arlinghaus, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

Notary Public / Justice of the Peace
My Commission Expires: _____
(SEAL)