

SUMMARY OF PROPOSED PROPERTY VALUE PROTECTION AGREEMENT  
PRESENTED BY GRANITE STATE LANDFILL, LLC, TO THE TOWN OF DALTON, NH

The Property Value Protection Agreement (or PVPA) is a way for Granite State Landfill, LLC (or GSL) to give owners of homes within a certain distance of the landfill site peace of mind that the landfill won't lower the price they get for their property if they decide to sell. Here's basically how it works:

- The homeowner signs the PVPA while he or she owns the home.
- If the owner decides to sell the property, he or she gives GSL written notice of intent to sell. A form to give this notice is attached to the PVPA.
- With this written notice, the owner sends GSL:
  - A disclosure statement similar to the one the owner has to fill out for the owner's real estate agent. The disclosure statement form is also attached to the PVPA.
  - A copy of owner's last property tax bill
  - The owner's proposed method to set the value of the property. The goal is to figure out the value of the property assuming there is no landfill nearby. The owner can propose one of three ways to set the value:
    - Use the value shown on the owner's most recent tax bill
    - Use the value shown in a written estimate of market value by owner's real estate agent
    - Use the value shown in a report written by a qualified property appraiser
  - These three choices are designed to allow the owner to decide how much to spend on a method to set the property's value.
- GSL can agree to the owner's proposed method of setting the value of the property. If GSL agrees, the owner's proposed value becomes what the PVPA calls the "Indemnified Fair Market Value." This is the guaranteed value the owner will get when the property is sold.
- If GSL disagrees with the owner's proposal to use the tax bill or the real estate agent's estimate, the owner can propose using either of the other two remaining methods.
- If GSL disagrees with owner's proposal to use a written appraisal, it has to hire its own qualified appraiser to give an opinion of the property's value without a landfill nearby.
  - If the two appraisals agree on the value of the property, that becomes the guaranteed value.
  - If the two appraisals are 10% or less apart, the average of the two appraisals becomes the guaranteed value.
  - If the two appraisals are more than 10% apart, the appraisers have to meet and try to reach agreement on a value. If they can't agree, a third appraiser decides the value, but it can't be higher than the highest of the two earlier appraisals or lower than the lowest of the two. This becomes the guaranteed value.
- The owner has to list the property for sale for at least the guaranteed value. If the owner can't sell the property for at least the guaranteed value after six months, GSL will buy the property at the guaranteed value.
- If the owner gets an offer to buy the property from a qualified buyer there are three choices:
  - If the offer is for the guaranteed value or more the owner has to accept it

- If the offer is for at least 96% of the guaranteed value, the owner can accept it and GSL will pay the difference between the offered price and the guaranteed value.
- If the offer is for less than 96% of the guaranteed value, the owner can ask GSL to agree that the owner can accept the offer. If GSL agrees, it will pay the owner the difference between the offered price and the guaranteed value. If GSL disagrees, the owner can still accept the offer but the amount GSL will pay to the owner will be only half of the difference between the offered price and the guaranteed value.

This summary is meant to give an overview of the PVPA. It doesn't include a description of everything in the PVPA. For example, there are conditions in the PVPA that give GSL the right to know everything about the property that might affect its value. There are also terms that create deadlines for decisions and payments, require confidentiality in some circumstances, and ensure that both GSL and the owner act according to the intent of PVPA.

For a full understanding of the PVPA, there is no substitute for reading it.

## ATTACHMENT A

### (Form of Property Value Protection Agreement)

#### PROPERTY VALUE PROTECTION AGREEMENT

This Property Value Protection Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 202\_\_, by and between Granite State Landfill, LLC ("GSL"), a New Hampshire limited liability company with a principal place of business at [street address], and [name of owner or owners] ("Owner"), owner of residential property located at [street address], Dalton, New Hampshire, also designated as Tax Map \_\_, Lot \_\_, (the "Property"), in the records of the Town of Dalton Tax Collector's Office and more particularly described in Attachment A (each of GSL and Owner a "Party" and together the "Parties").

WHEREAS, GSL is the owner and operator of a solid waste disposal facility (the "Facility") located in Dalton, New Hampshire; and

WHEREAS, as a part of its Host Community Agreement ("HCA") with the Town of Dalton (the "Town") GSL has agreed to enter into a Property Value Protection Agreement with certain residential property owners in Dalton who live full-time within a prescribed distance from the Facility; and

WHEREAS, Owner is willing to enter into this Property Value Protection Agreement; and

WHEREAS, the Property, consisting of a parcel of land and a single family residence (the "Residence"), as more fully described on Exhibit A, is located within the prescribed distance from the Facility and is owned in fee simple absolute by Owner at the time of this Agreement;

THEREFORE, it is hereby agreed as follows:

- 1. Property Value Protection.** The Parties acknowledge and agree that this Agreement is a part of the consideration provided to the Town by GSL under the HCA and that Owner is an intended beneficiary of Section 4.5 of the HCA. Pursuant to and in accordance with this Agreement, GSL shall protect and indemnify Owner against any diminishment in the fair market value of the Property that is demonstrably attributable to its proximity to the Facility.
- 2. Term.** This Agreement shall become effective on the date it is signed by the Parties. Unless first terminated pursuant to another provision herein, this Agreement shall terminate upon Owner's sale or conveyance of the Property (except for a sale or conveyance to a trust of which Owner or Owner's spouse, children, or grandchildren are the beneficiaries), GSL's sale of the Facility to an unaffiliated party or the permanent cessation of the acceptance of waste at the Facility by GSL or upon Owner's filing of a petition for bankruptcy or written notice from Owner terminating the Agreement. The

period between the effective date and any termination of this Agreement is the "Term." Upon expiration of the Term all of Owner's rights and GSL's obligations under this Agreement shall terminate irrespective of whether Owner has exercised Owner's rights under Section 3 of this Agreement; provided, however, that nothing in this Section 2 shall relieve GSL of its obligations under Section 5, c(3) of this Agreement.

**3. Owner's Exercise.** Owner may, at any time during the Term, exercise Owner's rights under this Agreement by complying strictly with the provisions of this Section 3.

**a. Notice of Intent and Attachments.** At least sixty days before placing the Property on the market for sale Owner shall provide GSL with written notice of intent to sell the Property (the "Notice of Intent") in the form of Attachment B. The Owner shall include with the Notice of Intent a completed Property Disclosure Statement in the form of Attachment C and photocopies of Owner's most recent property tax bill from the Town (the "Tax Bill").

**b. Use and Determination of Indemnified Fair Market Value.** The Parties agree that the price a willing buyer, who is under no compulsion to buy, would pay to a willing seller, who is under no compulsion to sell, for the Property in an arm's-length transaction if the Property were not in proximity to the Facility (the "Indemnified Fair Market Value") shall be the limit of GSL's obligation to Owner under this Agreement. The Indemnified Fair Market Value of the Property shall be determined in one of the following ways:

(1) The Owner may propose in the Notice of Intent that the unequalized assessed value of the Property shown on the Tax Bill (the "Assessed Value") be considered the Indemnified Fair Market Value of the Property for purposes of this Agreement. The Assessed Value shall be the Indemnified Fair Market Value if GSL agrees, in its sole and absolute discretion, to Owner's proposal in writing within fourteen days of receipt of the Notice of Intent. If GSL does not agree to such proposal by Owner within fourteen days, Owner may submit another Notice of Intent proposing that the Indemnified Fair Market Value be determined in accordance with Section 3,b, (2) or (3) of this Agreement.

(2) The Owner may propose in the Notice of Intent that the Indemnified Fair Market Value for purposes of this Agreement shall be the amount contained in a written estimate of the market value of the Property if the Property were not in proximity to the Facility from a real estate broker licensed in New Hampshire and with whom Owner has contracted to list the Property that is attached to the Notice of Intent and accompanied by documentation of at least five sales of comparable properties in the preceding twelve months supporting such estimate. Such estimate shall be the Indemnified Fair Market Value if GSL agrees, in its sole and absolute discretion, to Owner's proposal in writing within fourteen days of receipt of the Notice of Intent. If GSL does not agree to such proposal by Owner

within fourteen days, Owner may submit another Notice of Intent proposing that the Indemnified Fair Market Value be determined in accordance with Section 3, b, (3) of this Agreement. Owner shall not pay such broker, such broker's firm, or any broker or agent in such broker's firm a commission or any other compensation from any payment made to Owner by GSL under this agreement unless GSL purchases the Property.

(3) The Owner may include with the Notice of Intent a written appraisal of the Property's value if the Property were not in proximity to the Facility (the "Owner's Appraisal") using the Uniform Standards of Professional Appraisal Practice ("USPAP") by an appraiser who is certified by a national certifying organization such as MAI, is licensed in New Hampshire, and has at least five years of experience in appraising residential property (a "Qualified Appraiser"). Within fourteen days of its receipt of the Notice of Intent accompanied by such an appraisal, GSL shall notify Owner in writing whether, in its sole and absolute discretion, it will accept the appraisal as the Indemnified Fair Market Value.

(a) If GSL accepts the appraisal as the Indemnified Fair Market Value it will reimburse Owner for one-half of the reasonable cost of the Owner's Appraisal within thirty days of Owner's presentation to GSL of a written invoice for the appraiser's services.

(b) If GSL does not accept the appraisal as the Indemnified Fair Market Value it shall, at GSL's sole expense and within thirty days of receipt of the Notice of Intent, obtain a separate appraisal of the Property's value if the Property were not in proximity to the Facility by a Qualified Appraiser employing USPAP (the "GSL Appraisal").

(i) If the Owner's Appraisal and the GSL Appraisal reach the same opinion of the Property's value, such value shall be the Indemnified Fair Market Value.

(ii) If the opinions of value in the Owner's Appraisal and the GSL Appraisal differ and the difference is ten percent or less of the lower of the two opinions of value, the Indemnified Fair Market Value shall be the average of the two opinions of value.

(iii) If the opinions of value in the Owner's Appraisal and the GSL Appraisal differ and the difference is more than ten percent of the lower of the two opinions of value, the appraisers who conducted the Owner's Appraisal and the GSL Appraisal (the "Appraisers") shall meet in person or

by videoconference and attempt to reach agreement on the Property's value. Each Party shall bear the cost of the appraiser that Party hired.

(A) If the Appraisers reach agreement on the Property's value they shall notify the Parties in writing and the agreed-upon value shall be the Indemnified Fair Market Value.

(B) If the Appraisers do not reach agreement on the Property's value, they shall select a third Qualified Appraiser by mutual assent and submit their appraisals to the third appraiser who shall evaluate the appraisals, undertake such other inquiry as is reasonably necessary to render a reliable opinion, and determine the Property's value if the Property were not in proximity to the Facility. The third appraiser's opinion of the Property's value shall be final; provided, however, that in no case shall the Indemnified Fair Market Value exceed the higher of the Owner's Appraisal and the GSL Appraisal or be less than the lower of the Owner's Appraisal and the GSL Appraisal. The Parties shall share the fees and costs of the third appraiser equally.

**c. Appliances and Fixtures Included in Indemnified Fair Market Value.** The Indemnified Fair Market Value of the Property includes (1) the value of all installed major appliances on the Property usable or in use at the time Owner delivers the Notice of Intent to GSL, including, without limitation, any refrigerator, washing machine, clothes dryer, water heater, water treatment system, central furnace or boiler fired by gas, oil, kerosene, or wood, heat pump, individual room heating device (including, without limitation, any wood or pellet stove or mini-split), central air conditioner, wall mounted air conditioner, dishwasher, trash compactor, stove, oven, cooktop, mounted microwave oven, solar panel, wind turbine, battery array, or standby generator (each, an "Appliance") and (2) all structures and devices affixed to the residence or any outbuildings on the Property by metal, ceramic, or plastic fastener (including, without limitation, nail or screw) or adhesive or affixed to the land through full or partial burial or the use of one or more posts, stakes, pilings, foundations, anchors, or concrete slabs or pours (each such structure or device, a "Fixture").

**4. GSL's Rights Upon Owner's Exercise.** Upon Owner's exercise of Owner's rights under Section 3 of this Agreement GSL shall have the following rights:

**a. Owner's Disclosures.** At the time Owner submits a Notice of Intent to GSL Owner shall provide GSL with a fully completed disclosure of the condition of

the Property in the form of Attachment C. Owner shall respond promptly and fully in writing to any written questions GSL has as a result of Owner's disclosures.

**b. Property Inspection.** At any time within thirty days of its receipt of a Notice of Intent GSL shall be entitled, at its expense, to retain one or more qualified, independent real property inspectors to inspect the Property for defects and conditions that may adversely affect the value of the Property (each, an "Adverse Condition"), including, without limitation, structural defects, building code violations, water damage, mold, insect or animal damage, contamination, septic system failure, well or pump deficiencies, presence of radon, poor water quality, and integrity of roofing and siding, Owner shall cooperate with any such home inspection by GSL and any inspectors retained by GSL.

(1) Any such inspector shall provide to GSL and Owner a written report containing the results of the inspection (an "Inspection Report") within seven days of completion of the inspection. If an inspector identifies any Adverse Condition, the inspector shall include in the Inspection Report a description of each such Adverse Condition, the work that must be done to correct the Adverse Condition, and an estimate of the cost of labor and materials necessary to correct the Adverse Condition (the "Corrective Cost").

(2) If the total of Corrective Costs for all Adverse Conditions identified in all Inspection Reports exceeds one thousand dollars, Owner shall, within seven days of Owner's receipt of all such Inspection Reports, notify GSL in writing whether Owner will correct each Adverse Condition in the manner recommended in the Inspection Report at Owner's expense or will agree to reduce the Indemnified Fair Market Value by the amount of the Corrective Cost for each Adverse Condition. If Owner fails to provide such notification within seven days of such receipt the Indemnified Fair Market Value shall be reduced by the amount of the Corrective Cost for each Adverse Condition, and the resulting reduced amount shall thereafter be the Indemnified Fair Market Value.

**5. GSL's Payment Obligation.** At any time after the final determination of the Indemnified Fair Market Value of the Property in accordance with Sections 3 and 4, b(2) of this Agreement, but no later than seven days after GSL's receipt from Owner of a written offer from a qualified buyer to purchase the Property in accordance with Section 5, c of this Agreement, GSL shall elect in writing, in its sole and absolute discretion, either to purchase the Property at the Indemnified Fair Market Value or to pay Owner the difference (such difference, the "Indemnity Payment") between the Indemnified Fair Market Value and any lesser amount paid to Owner at closing by or on behalf of the purchaser of the Property (such lesser amount, the "Gross Sales Price"). For the avoidance of doubt, the Gross Sales Price shall be equivalent to the meaning of "Contract

sales price” as that term is used in Line 401 of the HUD-1 Settlement Statement in effect on August 31, 2020, and posted at [www.hud.gov/sites/documents/1.PDF](http://www.hud.gov/sites/documents/1.PDF).

**a. Conditions to GSL’s Payment Obligations.** GSL’s obligation to either purchase the Property or pay Owner the Indemnity Payment under this Section 5 is conditioned upon Owner’s strict compliance with Section 3 of this Agreement and with the following at the time of such purchase or payment:

- (1) Every Appliance and Fixture disclosed by Owner in accordance with Section 4, a, of this Agreement or identified in an Inspection Report shall be conveyed without modification as part of the sale of the Property;
- (2) All Adverse Conditions identified in an Inspection Report shall have been fully corrected or the Corrective Cost for those Adverse Conditions that have not been fully corrected shall have been deducted from the Indemnified Fair Market Value;
- (3) All liens and encumbrances on the Property shall have been discharged before or at the time of the closing on the sale of the Property (whether the sale is to GSL or another purchaser, a “Closing”);
- (4) The Property and all Appliances and Fixtures shall be in the same condition as they were when Owner provided GSL with the Notice of Intent, ordinary wear and tear excepted;
- (5) Owner shall have provided GSL with an updated disclosure in the form of Attachment C at least ten days before the Closing;
- (6) All personal property on the Property shall have been removed by Owner and the residence and any outbuildings shall be broom clean;
- (6) Owner and any real estate agent retained by Owner must be in compliance with the provisions of Section 6 of this Agreement;
- (7) Any real estate agent retained by Owner shall have provided GSL with a written waiver in a form reasonably acceptable to GSL of any right to a commission on any Indemnity Payment made by GSL;
- (8) GSL and any home inspector, engineer, electrician, plumber, well service technician, contractor, or similar tradesman retained by GSL shall have been given full access by Owner to the Property upon twenty-four hours’ notice and as often as reasonably necessary to assess the condition of the Property; and
- (9) All of Owner’s representations and warranties under Section 7 of this Agreement shall remain true and correct.



**b. Purchase by GSL.** If GSL elects to purchase the Property at the Indemnified Fair Market Value, the Parties shall enter into a standard form purchase and sale agreement for residential property promulgated by the New Hampshire Association of Realtors; provided, however, that to the extent the terms of the standard form are inconsistent with any provision of this Agreement, the provision of this Agreement shall control. The Closing shall take place at a time and place of the Parties' reasonable mutual convenience. Owner shall convey title to the Property with warranty covenants.

**c. Indemnity Payment.** To be eligible to receive the Indemnity Payment, Owner must list the Property for sale at a price equal to or greater than the Indemnified Fair Market Value (the "Offering Price") with a real estate agent licensed in New Hampshire and having at least five years of experience in selling residential property in Dalton and the surrounding New Hampshire towns. The Property shall be marketed on the Multiple Listing Service of the New England Real Estate Network and on the real estate agent's website at the Offering Price for six months (the "Listing Period") unless the property is sold sooner, and Owner and Owner's real estate agent shall employ all reasonable, good faith efforts to sell the Property for at least the Offering Price. Owner shall, within twenty-four hours of receiving a written offer to purchase the Property, provide a copy of the offer to GSL by email.

(1) If Owner receives an offer from a qualified buyer to purchase the Property for an amount equal to or greater than the Offering Price, Owner shall accept the offer. If Owner does not accept such an offer, GSL's obligations under this Agreement shall terminate.

(2) If, during the Listing Period, Owner receives an offer from a qualified buyer to purchase the Property for an amount less than the Offering Price, Owner may respond in one of the following ways:

(a) Accept the offer if the amount of the offer is at least ninety-six percent of the Offering Price.

(b) Request GSL's assent in writing to accept the offer. GSL may, in its sole and absolute discretion, give or withhold its assent. If GSL withholds its assent and Owner accepts the offer nonetheless GSL's obligation to Owner shall be limited to fifty percent of the Indemnity Payment.

(c) Reject the offer.

(3) If Owner accepts an offer to purchase the Property and GSL is obligated to pay either the Indemnity Payment or fifty percent of the Indemnity Payment under this Section 5, c, GSL shall make such payment

within sixty days of its receipt of a copy of the recorded deed from Owner to the purchaser of the Property.

**d. Purchase After Expiration of Listing Period.** If, after the expiration of the Listing Period, Owner (1) has not entered into a purchase and sale agreement with a qualified buyer or (2) has been unable, for reasons beyond Owner's reasonable control, to close on the purchase and sale contemplated by such an agreement, GSL shall purchase the Property for the Indemnified Fair Market Value as provided in Section 5,b, of this Agreement.

**6. Confidentiality.** Owner acknowledges that the disclosure of the existence or terms of this Agreement to a prospective purchaser of the Property is likely to affect adversely the price the purchaser is willing to pay and that the objective of this Agreement is to indemnify Owner only against Owner's inability, despite all reasonable, good faith efforts, to sell the Property for at least the Indemnified Fair Market Value because of its proximity to the Facility. Owner therefore agrees not to disclose the existence or terms of this Agreement to any other person except for any real estate agent Owner retains to sell the Property, Owner's lawyer, or any person having an ownership interest in the Property that is of record with the county registry of deeds (each such person a "Co-Owner"); provided, however, that before disclosing the terms of this Agreement to any such agent, lawyer, or Co-Owner, Owner shall obtain that person's signature on the form of Acknowledgment of Obligation to Maintain Confidentiality attached to this Agreement as Attachment D and provide a copy of such completed and signed form to GSL within twenty-four hours of its execution. A breach of the obligations created by this Section 6 by Owner or by any signatory to such form of Acknowledgment of Obligation to Maintain Confidentiality shall terminate this Agreement.

**7. Owner's Representations and Warranties.** Owner represents and warrants, for the benefit of GSL and to induce GSL to enter into this Agreement, as follows:

**a. Title.** As of the effective date of the HCA, Owner owned, now owns, and will own on the date of the Closing, good and marketable fee simple title to the Property, free and clear of all restrictions, liens, mortgages, assessments, taxes (except real estate taxes not yet due and payable for the current tax year and except for any land use change tax which may be due upon a change in the use of the Property contemplated by this Agreement), easements, licenses, leases, or other encumbrances except for [list here any such encumbrances].

**b. Violations of Law; Permits.** Owner has no knowledge of any uncured violations of any law, ordinance, rule, or regulation of any governmental authority or agency applicable to or affecting the Property. Owner has obtained all necessary permits for any

construction, demolition, or alteration of terrain by Owner on the Property.

**c. Disclosures.** All disclosures made by Owner pursuant to Section 4, a, of this Agreement will be or are, as the case may be, accurate and complete.

**d. Taxes.** There are no taxes (except real estate taxes not yet due and payable for the current tax year), assessments or levies of any type against or affecting the Property.

**e. Litigation.** There are no criminal, administrative, or civil actions, suits, or proceedings pending or, to the best of Owner's knowledge, threatened or contemplated against Owner that could affect the title, ownership, use, or possession of any part of the Property, whether directly or indirectly and whether by forfeiture, lien, attachment, lis pendens, judgment, injunction, order, decree, or other encumbrance or mechanism.

**f. Authority.** Owner has full power, authority, and legal right to enter into this Agreement on behalf of Owner and any Co-Owner and has received any such Co-Owner's approval and authorization to perform Owner's obligations under this Agreement on behalf of Owner and any such Co-Owner.

**g. Boundaries.** There are no disputes pending, threatened, or contemplated concerning the location of any of the boundary lines or the corners of the Property.

**h. Flood Hazard.** To the best of Owner's knowledge, no portion of the Property is located within any Special Flood Hazard Area designated by the United States Department of Housing and Urban Development or in any area similarly designated by any agency of any other governmental authority.

**i. Hazardous Substances.** To the best of Owner's knowledge, the Property is not contaminated with, nor is it threatened with contamination from outside sources by, any chemical, material, or substance to which exposure is prohibited, limited, or regulated by any federal, state, county, or local or regional authority or which is known to pose a hazard to human health or safety or to the environment ("Contaminants") and the Property has never been used as a landfill or dump site, for the storage of Contaminants, by a manufacturer of any product, or for any other industrial use.

**8. Release; Covenant.** Owner, on behalf of Owner and any Co-Owner, successor, and assignee (each, a "Releasing Party"), in exchange for GSL's covenants under this Agreement, jointly and severally waives, remises, releases, and forever discharges GSL and its affiliates, subsidiaries, parents, members, directors, officers, employees, successors, and assigns (each, a "Released Party") from all manner of action or actions, cause or causes of action, suits, debts, damages, liabilities, claims, demands, judgments, or executions whatsoever, whether known or unknown, whether under statute or in contract, tort, or otherwise, and whether in law or in equity, that the Releasing Party ever had, now has, or in the future may have against any Released Party relating to or arising out of GSL's construction or operation of the Facility. Owner further covenants and agrees on behalf of each Releasing Party not to (a) challenge or otherwise oppose, directly or indirectly, any application, judicial or administrative remedy, or legislative authorization sought by GSL to facilitate its construction or operation of the Facility or (b) commence, instigate, join, intervene in, or directly or indirectly support any legislation or any judicial or administrative action, proceeding, or appeal, the purpose or effect of which is to prevent, impede, or delay the construction or operation of the Facility. A Releasing Party's breach of the covenants contained in subsections (a) and (b) of this Section 8 shall terminate this Agreement. This Section 8 shall survive the expiration of the Term.

**9. Notices.** Wherever notice to any Party is required or permitted hereunder, such notice shall be in writing and, except as provided otherwise in this Agreement, shall be effective when (a) delivered in person, (b) deposited in the United States Mail, certified or registered, properly addressed, return receipt requested, and postage prepaid, or (c) sent by electronic transmission (email or facsimile) to such party at the address set out below or at such other address as is specified by written notice given in accordance herewith:

If to Owner: [Name and street address]  
Dalton, New Hampshire 03598  
Phone:  
Email:

If to GSL: Granite State Landfill, LLC  
25 Greens Hill Lane  
P.O. Box 866  
Rutland, Vermont 05702  
Attention: David L. Schmitt, General Counsel and  
Shelley E. Sayward, Assistant General Counsel  
Phone: (802) 772-2257  
Fax: (802) 775-6198  
Emails: [David.Schmitt@casella.com](mailto:David.Schmitt@casella.com)  
[Shelley.Sayward@casella.com](mailto:Shelley.Sayward@casella.com)

With a copy to: Cleveland, Waters and Bass, P.A.  
Two Capital Plaza, 5<sup>th</sup> Floor  
P.O. Box 1137  
Concord, New Hampshire 03302-1137  
Attention: Bryan K. Gould, Esq. and  
Cooley A. Arroyo, Esq.  
Phone: (603) 224-7761  
Fax: (603) 224-6457  
Emails: [gouldb@cwbp.com](mailto:gouldb@cwbp.com)  
[arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)

**10. Miscellaneous.**

**a. Governing Law.** This Agreement shall be construed and interpreted under the laws of the State of New Hampshire, and any claim or dispute arising from the subject matter of this Agreement shall be resolved by the courts of the State of New Hampshire.

**b. Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the Parties shall be cumulative and not limited to those given by law, except as otherwise expressly provided herein.

**c. No Waiver.** No delay or failure by either Party to exercise any right hereunder or to insist upon strict compliance by any Party with its obligations hereunder shall constitute a waiver of that right or of any Party's right to demand exact compliance with the terms hereof.

**d. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto and no previous representation, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein or attached hereto shall be of any force and effect.

**e. Successors and Assigns.** This Agreement shall be binding and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Owner shall not voluntarily or involuntarily assign Owner's rights under this Agreement without the express written consent of GSL in its sole and absolute discretion.

**f. Modifications.** This Agreement may be modified or amended only by a written instrument executed by Owner and GSL.

**g. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held

invalid or unenforceable, such provision, or the application of such term, covenant, or condition to a person or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected hereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law unless such invalidity or unenforceability frustrates the purpose of this Agreement.

**h. Captions.** The captions of each section hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Agreement.

**i. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon so long as such signature page is attached to any other counterpart of this Agreement identical thereto other than having additional signature pages executed by the other Party to this Agreement attached thereto.

**j. Electronic Signatures.** Owner and GSL each (i) agree to permit the use from time to time, where appropriate, of pdf or other electronic signatures in order to expedite the transactions contemplated by this Agreement, (ii) intend to be bound by their respective pdf or other electronic signature, (iii) are aware that the other will rely on the pdf or other electronically transmitted signature, and (iv) acknowledge such reliance and waive any defenses to the enforcement of this Agreement and the documents effectuating the transaction contemplated by this Agreement based on the fact that a signature was sent by electronic transmission only.

**k. Sole and Absolute Discretion Standard.** In any case in which GSL is given sole and absolute discretion under this Agreement, Owner recognizes and agrees that GSL's exercise of such discretion is not subject to any implied covenant of good faith and fair dealing, and Owner waives and indemnifies GSL against any claim Owner may have at any time in the future for breach of any such implied covenant.

*{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGES TO FOLLOW.}*

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

WITNESS:

GRANITE STATE LANDFILL, LLC

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEW HAMPSHIRE

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, personally appeared before me the above-named \_\_\_\_\_, \_\_\_\_\_ of Granite State Landfill, LLC, and acknowledged the foregoing instrument to be the signatory's free act and deed in the signatory's stated capacity and the free act and deed of Granite State Landfill, LLC.

\_\_\_\_\_  
Notary Public/Justice of the Peace

Name: \_\_\_\_\_

WITNESS:

OWNER

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF NEW HAMPSHIRE

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally appeared \_\_\_\_\_, who is known to me personally or has satisfactorily proven his or her identity, and who acknowledges that he or she did execute the foregoing document and that the same is the signatory's free act and deed.

WITNESS:

OWNER

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF NEW HAMPSHIRE

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally appeared \_\_\_\_\_, who is known to me personally or has satisfactorily proven his or her identity, and who acknowledges that he or she did execute the foregoing document and that the same is the signatory's free act and deed.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:



ATTACHMENT A

DESCRIPTION OF PROPERTY

The Property is commonly known as [street address], Dalton New Hampshire

The full legal description of the Property is as follows:

ATTACHMENT B  
(Form of Notice of Intent)

NOTICE OF INTENT

The undersigned, as the Owner of the Property as defined in the Property Value Protection Agreement between Owner and Granite State Landfill, LLC ("GSL") dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), hereby provides notice to GSL that Owner intends to list the Property for sale sixty days from the delivery of this notice to GSL. Owner intends to list the Property for \$ \_\_\_\_\_. Owner maintains that the Indemnified Fair Market Value of the Property is \$ \_\_\_\_\_ based on one of the following attachments to this Notice of Intent:

\_\_\_\_\_ Owner's most recent Tax Bill;

\_\_\_\_\_ A written estimate from a real estate broker licensed in New Hampshire and with whom Owner has contracted to list the Property and documentation of at least five sales of comparable properties in the preceding twelve months supporting such estimate; or

\_\_\_\_\_ A written appraisal by a Qualified Appraiser.

All capitalized terms in this Notice of Intent shall have the meaning assigned to them by the Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner's Printed Name

RECEIPT OF NOTICE

I, \_\_\_\_\_, received this Notice of Intent on behalf of Granite State Landfill, LLC, on \_\_\_\_\_, 20\_\_\_\_.

GRANITE STATE LANDFILL, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTACHMENT C  
[Form of Property Disclosure]

DISCLOSURE OF CONDITION OF PROPERTY

*THIS ATTACHMENT IS NOT YET COMPLETE*

The undersigned, as the Owner of the Property as defined in the Property Value Protection Agreement between Owner and Granite State Landfill, LLC, dated \_\_\_\_\_, 20\_\_ (the "Agreement"), hereby provides the following disclosures to GSL about the Property. Owner understands and agrees that these disclosures are made to induce GSL to incur expenses and make payments to Owner under the Agreement, that GSL is entitled to rely upon the truthfulness and accuracy of these disclosures, and that any material misstatement or omission in these disclosures may result in GSL's payment to Owner of more than the amount to which Owner is entitled under the Agreement.

**Disclosures**

1. Year when you purchased the Property:
2. Price you paid for the Property:
3. Have you made any additions to the residence or constructed any new buildings on the Property?

If so, when did you construct each addition or building and approximately how much did each addition or building cost?

4. Do you own the Property in fee simple absolute?
5. For each lien or encumbrance on the Property state the name and address of the lien creditor and the current amount of such lien or encumbrance (examples include mortgages, tax liens, mechanic's or materialmen's liens, and judgment liens):
6. Based on your experience and observations at the Property and your communications with any builder, electrician, plumber, former owner, or real estate agent, have any of the following conditions existed on the Property at any time? (Mark each with "Y" for yes and "N" for no.)

Residence

Mold  
Mildew  
Infiltration of water (basement)

Flooding of living space  
Carpenter ant infestation  
Termite infestation  
Radon  
Fire  
Settling or cracking of foundation  
Ice damming  
Roof leakage  
Frozen pipe(s)  
Septic system failure  
Electrical problems  
Blocked plumbing

Land

Dumping of refuse  
Contamination of soil  
Boundary dispute

All capitalized terms in this Disclosure shall have the meaning assigned to them by the Agreement.

DATE:

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OWNER:

\_\_\_\_\_  
Name:

ATTACHMENT D  
(Form of Acknowledgment of Obligation to Maintain Confidentiality)

ACKNOWLEDGMENT OF OBLIGATION TO MAINTAIN CONFIDENTIALITY

The undersigned, being a person eligible to receive a copy of the Property Value Protection Agreement between Granite State Landfill, LLC ("GSL"), and \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") or to be informed of the terms of the Agreement, hereby represents and acknowledges that he or she is:

- \_\_\_\_\_ A New Hampshire licensed real estate agent retained by Owner
- \_\_\_\_\_ A lawyer with an attorney/client relationship with Owner
- \_\_\_\_\_ A person with a record ownership interest in the Property.

As a condition of receiving a copy of the Agreement or being informed of the terms of the Agreement, the undersigned (1) acknowledges that Section 6 of the Agreement imposes an obligation on Owner to maintain the confidentiality of the Agreement and its terms and (2) agrees to maintain the confidentiality of the Agreement and its terms to the same extent as Owner is obligated to do so under the Agreement. The undersigned also acknowledges and agrees that his or her foregoing agreement is enforceable by GSL or Owner and that if the undersigned breaches his or her duty to maintain confidentiality the Agreement will terminate and GSL will have no obligations to Owner under the Agreement. All capitalized terms in this Acknowledgment shall have the meaning assigned to them by the Agreement.

WITNESSED AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Signatory

\_\_\_\_\_  
Printed Name of Signatory

I hereby verify that the above signatory is eligible to receive a copy of the Agreement or to be informed of the terms of the Agreement under Section 6 thereof and that I have provided such signatory with a copy of Section 6 of the Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner:

**A copy of this form must be provided to GSL within 24 hours of its execution.**

