

Sam



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.  
Commissioner

David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

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

Bureau of Right-of-Way  
May 5, 2023

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.75 +/- of an acre of state-owned land within the Limited Access Right of Way (LAROW) on the southerly side of US Route 3 (Daniel Webster Highway), in the Town of Belmont. The sale will be direct to Winnisquam Storage, LLC (Grantee) for \$50,500, which includes an administrative fee of \$1,100, effective upon Governor and Executive Council Approval.

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2023</u>
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	<u>FY 2023</u>
Sale of Parcel	\$9,880
(20% of \$49,400)	
04-096-096-963515-3054-401771	<u>FY 2023</u>
Consolidated Federal Aid	\$39,520
(80% of \$49,400)	

**EXPLANATION**

The Department received a request from the Grantee to acquire state-owned land within the LAROW on the southerly side of US Route 3. The Grantee would like to expand on their existing storage facility located at 307 Daniel Webster Highway.

This sale has been reviewed by the Department and determined to be surplus to the Department's operational needs and is available for disposal. The sale will include the following conditions:

- The Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan under RSA 478:1-a, in the Belknap County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Grantee will be responsible for obtaining all local and state land use approvals precedent to closing.
- No access to US Route 3 will be granted, access to the parcel is limited to the Grantee's existing driveway.
- Only the 0.75 +/- acre portion outside of the wetland, and the existing maintenance turnaround, will be conveyed.

At the March 10, 2023, meeting of the Long-Range Capital Planning and Utilization Committee the request (LRCP 23-005) was approved, allowing the Department to sell the 0.75 +/- of an acre of state-owned land direct to Winnisquam Storage, LLC, for the contributory opinion of value of \$49,400 and to assess an administrative fee of \$1,100.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Belmont and has expressed no interest.

Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and has expressed no interest.

The Department is respectfully requesting authorization for the sale of land, as noted above.

Respectfully,



William J. Cass  
Commissioner

WJC/SJN  
Attachments

## PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 29 day of MARCH, 2023, by and between the State of New Hampshire, Department of Transportation, having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 (referred to as the "Department") and Winnisquam Storage, LLC, or their designee at closing (under common control), with a principal address of 2121 Dover Road, Epsom, New Hampshire 03234 (referred to as the "Buyer") (referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

This Agreement relates to the sale of real estate located on the southerly side of US Route 3 (a/k/a Daniel Webster Highway), (the "Property"), more particularly described on the warranty deed recorded at the Belknap County Registry of Deeds, Book 596, Page 63, dated November 10, 1972.

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

- I. The Department owns certain real estate located on the southerly side of US Route 3 (Daniel Webster Highway), in Belmont, New Hampshire, consisting of 0.75 +/- of an acre of unimproved land, within the Limited Access Right of Way, as further described herein.
- II. The Department is disposing a portion of the Right of Way, totaling 0.75 +/- of an acre, as it has been determined that the property is surplus to the Department's needs.
- III. The Buyer is afforded the ability to acquire the Property in accordance with RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department to expand their existing storage facility located at 307 Daniel Webster Highway.
- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, pursuant to RSA 4:39-c.
- VI. All Parties signatories to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

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

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions outlined in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of 0.75 +/- of an acre of land, as shown on the project plan for Tilton-Sanbornton-Belmont, S-319(2), P-1663, ***Exhibit 1***.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **FIFTY THOUSAND DOLLARS** (\$50,000) due at closing. The amount due at closing includes \$600, which is the balance of the administrative fee for the processing of this request.
- 1.3. **Payment of Purchase Price:** The Purchase Price shall be paid in full by the Buyer, by certified check or bank check, made out to "Treasure, State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The Property as described is being sold "as is, where is" with conditions approved by the Long-Range Capital Planning and Utilization Committee, LRCP 23-005 on March 10, 2023. The following sale condition must be satisfied before closing:
  - 1.4.1 The buyer is required to commission a Licensed Land Surveyor in New Hampshire, to survey and prepare a Perimeter Boundary Line Survey depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Buyer is required to record the plan under RSA 478:1-a, in the Belknap County Registry of Deeds, from which the Department will prepare the conveyance deed.
  - 1.4.2 The Buyer shall be responsible for obtaining all local and state land use approvals precedent to closing.
  - 1.4.3 Access to the parcel will be via the Buyers existing driveway, and no access will be granted to the existing maintenance turnaround.
  - 1.4.4 Only the portion outside of the wetland, and the existing maintenance turnaround, will be released which totals 0.75 +/- of an acre.
- 1.5. **Access to Property:** The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval from the Department, and such approval will not be unreasonably withheld.

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

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

"The contractor agrees to indemnify, defend and save harmless the Buyer and State of New Hampshire Department of Transportation, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification shall survive the expiration or early termination of this contract."

- 1.6. **Closing:** The Parties agree that the Closing shall occur within **ninety (90) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.
- 1.7. **Title and Deed Restrictions:** In addition to the terms and conditions set forth within this Agreement, the conveyance of the Property by the Department to the Buyer shall be of good and marketable title thereto by Quitclaim Deed and insurable, upon application by the Buyer, for the benefit of the Buyer, by a title insurer licensed in the State of New Hampshire and acceptable to the Buyer under an ALTA standard form title insurance policy in an amount equal to the Purchase Price, insuring that the Buyer holds marketable fee simple title to the Property subject to:

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

terminate this Agreement by written notice, in which event all other obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect.

2. **Buyer's Contingencies:** The Buyer's obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.

2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within the said time frame, then any objections to the title are waived.

## **REPRESENTATIONS AND WARRANTIES**

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

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

2.2.2. Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.

2.2.3. Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.

2.2.4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

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

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

2.3.2. Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.

2.3.3. Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and

delivery of this Agreement by the Department, except such as have been duly obtained or made.

- 2.3.4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

### 3. GENERAL PROVISIONS

- 3.1. **Cooperation.** The Buyer and the Department agree to cooperate to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyer, or their representatives, agents, and consultants.
- 3.2. **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 3.3. **Binding Effect; Successors and Assignors.** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.
- 3.4. **Headings.** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 3.5. **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.

- 3.6. **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 3.7. **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 3.8. **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 3.9. **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.
- 3.10. **Survival of Agreement.** The agreements, covenants, indemnities, representations, and warranties contained herein shall survive the execution and delivery of this Agreement.
- 3.11. **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 3.12. **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 3.13. **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may

have for the collection of real property taxes under the law unless expressly set forth herein.

- 3.14. **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 3.15. **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 3.16. **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable Buyer or other governmental Boards, Committees, Commissions, or Departments, including but not limited to the requirement that the agreement is approved by the Governor and Executive Council pursuant to RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.
- 3.17. **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 3.18. **Saving Clause:** If any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

#### LIST OF EXHIBITS

Exhibit 1      Project plan for Tilton-Sanbornton-Belmont, S-319(2), P-1663.

**[The remainder of this page left blank intentionally]**

**BUYER:**

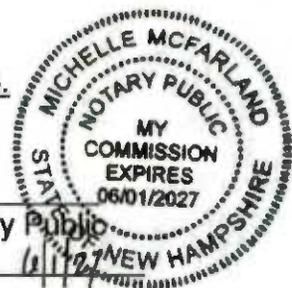
By: MMG Date: MARCH 29, 2023

Printed: MATHEW M SMITH  
Representative of Winnisquam Storage, LLC  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Signed or attested before me on the 29<sup>th</sup> day of March, 2023.

Michelle McFarland  
Justice of the Peace/Notary Public  
My Commission Expires: 11/27



(Seal)

**SELLER:**

STATE OF NEW HAMPSHIRE  
By: S.G. LaBonte Date: 3/30/23

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

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

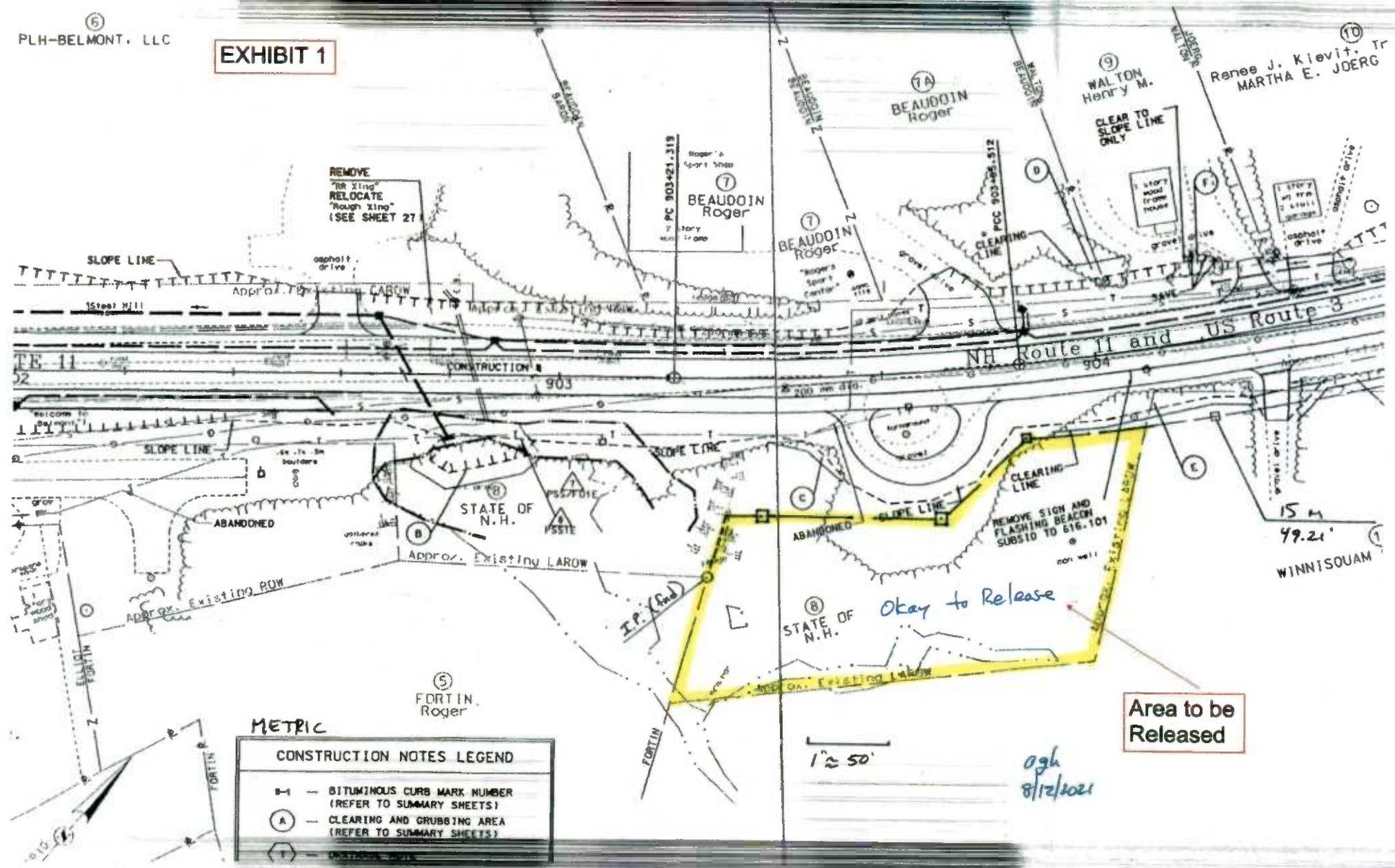
Signed or attested before me on 30 day of March, 2023.

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

(Seal)

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

EXHIBIT 1



METRIC

CONSTRUCTION NOTES LEGEND	
—	BITUMINOUS CURB MARK NUMBER (REFER TO SUMMARY SHEETS)
(A)	CLEARING AND GRUBBING AREA (REFER TO SUMMARY SHEETS)
(T)	UTILITY LINE

Area to be Released

09h  
8/12/2021

## Newman, Sandra

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**From:** LaBonte, Stephen  
**Sent:** Tuesday, April 11, 2023 8:12 AM  
**To:** Newman, Sandra  
**Subject:** FW: Belmont

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**From:** Alicia Jipson <administration@belmontnh.gov>  
**Sent:** Monday, April 10, 2023 3:44 PM  
**To:** LaBonte, Stephen <stephen.labonte@dot.nh.gov>  
**Subject:** Belmont

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

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Stephen,

The Belmont BOS reviewed your letter regarding whether Belmont had any interest in the property on Daniel Webster Highway Map 102, Lot 4.

At this time the BOS has decided they have no interest in the property and will not seek to buy it.

However in public discussion it was brought up that the WOW trail may want to consider it for parking. But it was deemed that if parking was going to be had it might be occurring closer to the tracks if at all, and right now there seems to be issues with finding the best solution of crossing route 3 to access the trail.

So unless someone wants to keep that land for the purpose of parking for the trail in the future, we don't see a need to purchase it.

Alicia

***Alicia Jipson***  
Town Administrator  
Town of Belmont  
PO Box 310, Belmont, NH 03220  
603-267-8300 x124



**Rob Dapice**  
Executive Director/CEO  
rdapice@nhhfa.org

April 18, 2023

DEPT. OF TRANSPORTATION  
BUREAU OF RIGHT OF WAY

APR 24 2023

**RECEIVED**

Stephen G. LaBonte, Administrator  
Bureau of Right of Way  
New Hampshire Department of Transportation  
JO Morton Building, Room 100  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483

RE: Belmont property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Belmont, described in your letter of March 17, 2023.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice  
Executive Director/CEO

Enclosures

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

**LRCP 23-005**

**FROM:** Stephen G. LaBonte   
Administrator

**DATE:** February 22, 2023

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

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

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

**TO:** The Honorable Chairman  
Long Range Capital Planning and Utilization Committee

**REQUESTED ACTION**

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to sell 0.75 +/- of an acre of state-owned land within the Limited Access Right of Way (LAROW), located on the southerly side of US Route 3 (Daniel Webster Highway) in the Town of Belmont. The sale will be direct to Winnisquam Storage LLC., (Grantee) for \$50,500.00, which includes an administrative fee of \$1,100.00. The sale will be subject to conditions as specified in this request.

**EXPLANATION**

The Department received a request from Winnisquam Storage LLC. to acquire the parcel described above, consisting of 0.75 +/- of an acre, to expand on their existing storage facility located at 307 Daniel Webster Highway. The parcel is a portion of a larger unimproved parcel acquired in 1972 from Granville and Dorothy Robinson via a Warranty Deed in the amount of \$36,000.00. At the time of the acquisition, that 1.53 +/- acre parcel was improved with a 2-story structure that housed a laundromat and an apartment. The structure has since been removed.

After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. This parcel will be conveyed with the following conditions:

- The Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan under RSA 478:1-a, in the Belknap County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Grantee will be responsible for obtaining all local and state land use approvals precedent to closing.
- No access to US Route 3 will be granted, access to the parcel is limited to the Grantee's existing driveway.
- Only the 0.75 +/- of an acre portion outside of the wetland, and the existing maintenance turnaround, will be conveyed.

A Staff Appraiser from the Department evaluated the parcel and concluded it does not have an independent highest and best use. They then prepared a contributory market value appraisal using the sales comparison approach that adheres to the requirements of the Uniform Standards of Professional Appraisal Practice. Based on the current conditions of the parcel, the appraiser's opinion of value as of January 9, 2023, was concluded to be \$49,400.00.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Belmont.

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

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

SGL/SJN/jl  
Attachments



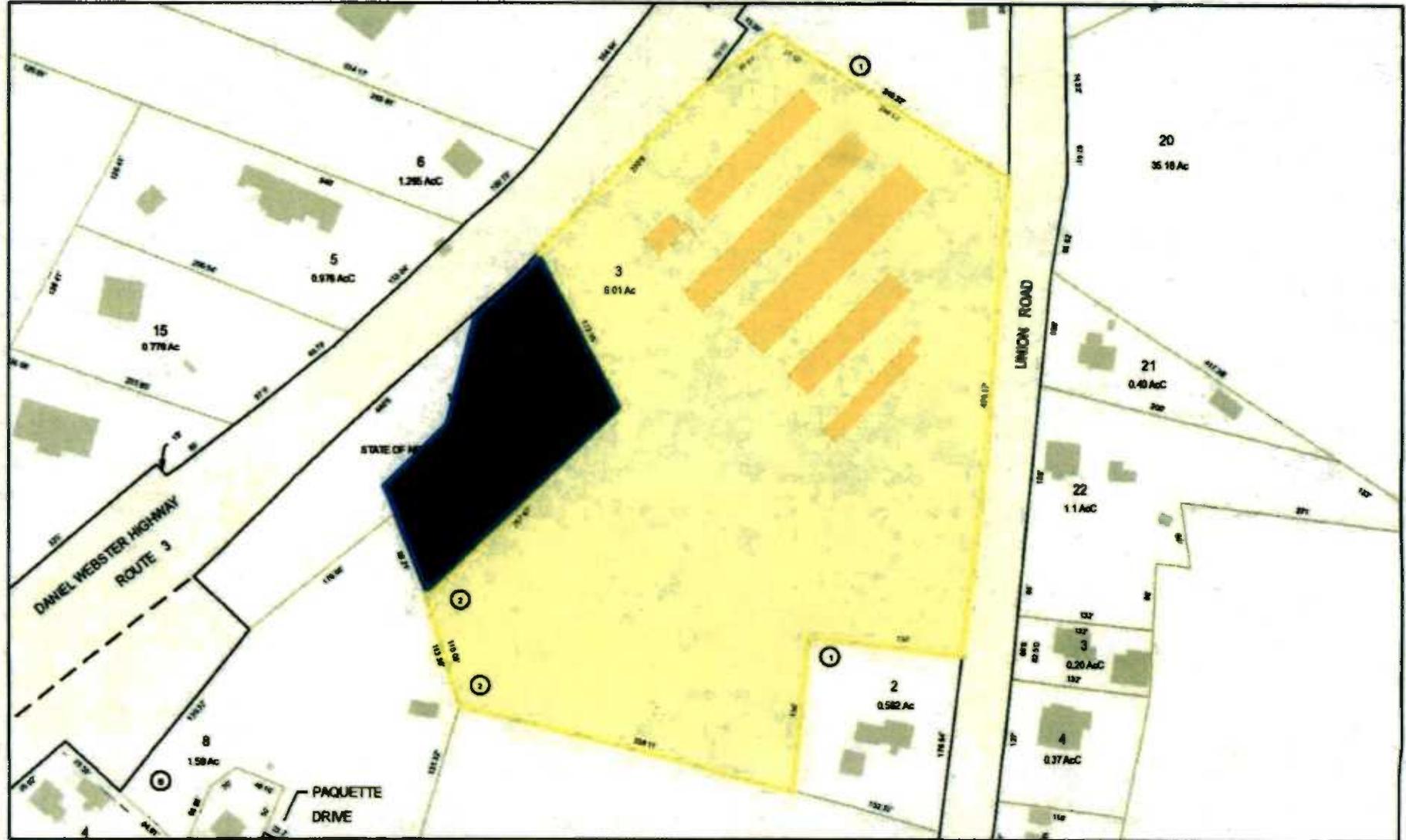
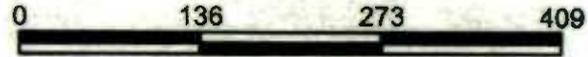
Belmont, NH



October 28, 2021

1 inch = 136 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.