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Department of Transportation
William Cass, P.E.
Commissioner

18



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

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

Bureau of Right-of-Way
June 15, 2023

REQUESTED ACTION

1. Under RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a parcel of state-owned land, totaling 3.16 +/- acres, located at 1 Cronin Road in the Town of Exeter. The Department entered into a listing agreement with the NAI Norwood Group, with a 6% commission. NAI Norwood Group solicited interest for the property and entered into a purchase and sales agreement with an abutter, Cronin Road Realty, LLC who has agreed to pay \$576,100, which includes the \$1,100 administrative fee, effective upon Governor and Executive Council approval.

2. The Department further requests authorization to compensate NAI Norwood Group from the proceeds of the sale in the amount of \$34,500 (6%) for real estate services, effective upon Governor and Executive Council approval.

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2024</u>
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	<u>FY 2024</u>
Sale of Parcel	\$115,000
(20% of \$575,000)	
04-096-096-963515-3054-401771	<u>FY 2024</u>
Sale of Parcel	\$460,000
(80% of \$575,000)	

EXPLANATION

The Department is processing the disposal of 3.16 +/- acres of land located at 1 Cronin Road in the Town of Exeter. The parcel is a combination of several larger parcels purchased in 1959 for the construction of NH Route 101 through this area. In the 1990s the Department widened NH Route 101, constructing the Exit 9 interchange into its present configuration, leaving this parcel outside of the right of way. The Brentwood-Exeter 1153G project re-established the right of way further north, increasing the area of this parcel from its original 2.88 +/- acres.

Under RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs. The conveyance of the subject parcels will be as is, where is, and with all faults, with no additional conditions.

At the November 28, 2022, meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 22-038) was approved which allowed the Department to enter into a listing agreement with NAI Norwood Group (Realtor) to sell the above-listed property for \$575,000. The Department will also assess an administrative fee of \$1,100. Their approval authorized the Department to compensate the Realtor a 6% commission from the proceeds of the sale.

The Realtor marketed the subject property and brought all offers to the Department for consideration. On May 30, 2023, the Department entered into a Purchase and Sale Agreement with Cronin Road Realty, LLC, or Nominee for \$575,000, plus a \$1,100 administrative fee.

Under RSA 4:39-c, the Department has solicited interest from the Town of Exeter, and they do not have an interest in the property.

Under RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, and they do not have an interest in the property.

The Department respectfully requests authorization to sell the subject parcels and compensate the Realtor, as referenced in LRCP approval number 2022-016, dated May 23, 2022.

Respectfully,



William J. Cass
Commissioner

WJC/AMO
Attachments

**New Hampshire Department of Transportation
Exclusive Listing Agreement**

This is to be construed as an unequivocal "Exclusive Right to Sell" between the Seller and the undersigned Firm.

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned NAI Norwood Group ("FIRM"), on this date, January 13, 2023, in consideration of the FIRM'S agreement to list and promote the sale, lease or exchange of property located at 1 Cronin Road, Exeter, NH, owned by SELLER consisting 3.16 ± acres of vacant commercial land, and including any other property, real or personal, subsequently added thereto, recorded in the Rockingham County Registry of Deeds in Book 1507, Page 0258 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$575,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If during the term of this Agreement, an individual or entity is procured who is ready, willing, and able to purchase at a said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 5% of the contract price.

2. THIS AGREEMENT SHALL BE IN EFFECT from 01/13/2023 through 01/13/2024. Upon full execution of a contract for the sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged, or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY.

3. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both the SELLER and the buyer, there is a limitation on the agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without the prior written consent of the party to whom the information pertains.

If the SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

Yes No SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement before considering an offer to purchase the property.

Seller

Date

Yes No At this time, SELLER does not consent to dual agency showings.

Seller

Date

Yes No Not applicable - FIRM does not practice dual agency.

5. DUTIES OF SELLER. SELLER acknowledges the duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to a potential purchaser. If any pertinent fact, event, or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or other professional

service providers. SELLER is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of several choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error, or omission of a service provider or product.

7. COOPERATION WITH OTHER BROKERS – The SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of sub-agency. FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____. Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), the SELLER is hereby notified that the SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>2.5 %</u> commission on the contract price.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>2.5 %</u> commission of the contract price.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) _____ None of the Above. If this is checked, the property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A lock box may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/Virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose the existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property addresses may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS members' public websites.

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

Upon approval of Governor and Council ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this day of 30th of May, between the NH Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Cronin Road Realty, LLC ("BUYER") of 4 Cronin Road Exeter, NH 03833.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Exeter, located at: 1 Cronin Road a lot of 3.16 +/- acres and recorded in Rockingham County Book 1507 Page 0258 Dated 6/4/1959 ("PROPERTY").

3. The **SELLING PRICE** is Five Hundred Seventy-Five Thousand and 00/100 Dollars \$575,000, plus an administrative fee of \$1,100. A DEPOSIT in the form of a Check is to be held in an escrow account by NAI Norwood Group, Inc. BUYER will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$25,000. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire-certified cashiers or trust account checks in the amount of \$551,100.

4. **DEED:** Marketable title shall be conveyed by a Quitclaim Deed.

5. **TRANSFER OF TITLE:** On or before *see additional provisions at Registry or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. Buyer reserves the right to conduct a walk-through inspection upon reasonable notice to the SELLER within 48 hours prior to the time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYERS(S) acknowledge the roles of the agents as follows:

Chris Norwood of NAI Norwood Group, Inc. is a seller agent buyer agent facilitator disclosed dual agent*

Judy Niles-Simmons of NAI Norwood Group, Inc. is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **IN CASE OF LOSS:** In case of complete or partial loss of the building on said premises this Agreement may be rescinded and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds N/A. This is the only remedy available to BUYER should such loss occur.

SELLER(S) INITIALS



BUYER(S) INITIALS



New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

9. TITLE: If upon examination of the title, it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER cannot provide marketable title within thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with the full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by the BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills, and fuel in storage shall be prorated as of the time and date of closing.

11. PROPERTY INCLUDED: All Fixtures:

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1978, 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. Disclosure Required: ___ YES X NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM ATTACHED HERETO AND SIGNIFIES BY INITIALING HERE:

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use, or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	___	<u>X</u>	within ___ days	f. Lead Paint	___	<u>X</u>	within ___ days
b. Sewage Disposal	___	<u>X</u>	within ___ days	g. Pests	___	<u>X</u>	within ___ days
c. Water Quality	___	<u>X</u>	within ___ days	h. Hazardous Waste	___	<u>X</u>	within ___ days
d. Radon Air Quality	___	<u>X</u>	within ___ days	i. XXX	___	___	within ___ days
e. Radon Water Quality	___	<u>X</u>	within ___ days	j. XXX	___	___	within ___ days

The use of days is intended to mean calendar days from the effective date of this Agreement. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:

(a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or

SELLER(S) INITIALS [Signature] / BUYER(S) INITIALS [Signature] /

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

(b) If SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach an agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or

(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of the inspection mentioned above, the BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING
HERE: _____

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	___	<u>X</u>	d. Condominium documentation per N.H. RSA 356-B:58	___	<u>X</u>
b. Easements of Record/Deed	<u>X</u>	___	e. Co-op/PUD/Association Documents	___	<u>X</u>
c. Park Rules and Regulations	___	<u>X</u>	f. Availability of Property/Casualty Insurance	___	___

If such review is unsatisfactory, BUYER must notify SELLER in writing within 10 days from the Agreement's effective date failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies to the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements, and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

SELLER(S) INITIALS *JS* / _____ BUYER(S) INITIALS *JD* / _____

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

18. FINANCING: This Agreement (X is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT 80% TERM/YEARS Market RATE MORTGAGE Market TYPE Commercial

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs, and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of the lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 6 calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by 45 days from the signing of this agreement ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

SELLER(S) INITIALS  / BUYER(S) INITIALS  /

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

conveyance deed. The Grantee will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).

20. ADDENDA ATTACHED: ___ Yes X No

21. EFFECTIVE DATE/NOTICE: Any notice, communication, or document delivery requirements hereunder may be satisfied by providing the required notice, communication, or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract that shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 11:59 PM Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 11:59 PM Eastern Time on such date.

22. GOVERNING LAW: All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.

23. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, and assigns of both parties.

SELLER(S) INITIALS

BUYER(S) INITIALS

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

[Signature]
1.5.2023 3pm
BUYER DATE TIME

CRONIN RD REALTY
BUYER DATE TIME

4B CRONIN RD
MAILING ADDRESS

4B CRONIN RD
MAILING ADDRESS

EXETER NH 03833
CITY STATE ZIP

EXETER NH 03833
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

[Signature] 5/31/23
SELLER DATE TIME
New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483

SELLER DATE TIME

MAILING ADDRESS

MAILING ADDRESS

Concord, New Hampshire 03302
CITY STATE ZIP

CITY STATE ZIP



TOWN OF EXETER

Planning and Building Department

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

Date: June 15, 2022
To: Russell Dean, Town Manager
From: Dave Sharples, Town Planner
Re: Sale of parcel at 1 Cronin Road

I am writing this memorandum in response to your request for an analysis of the lot the NHDOT is offering for sale as outlined in the attached letter dated May 24, 2022. The letter states that the NHDOT "is proposing to sell 2.82 acres of state-owned vacant land located at 1 Cronin Road in Exeter." The list price for the parcel is \$500,000 and the buyer is required to pay an additional \$1,100 in administrative fees and prepare a boundary line adjustment and record the plan at the buyer's expense. In accordance with state law, the NHDOT first solicits interest from the municipality in which the property is located and requests a response within thirty (30) days.

The parcel is 2.82 acres and includes Tax Map 45 Lot 9 which is 1.2 acres and an additional 1.62 acres of land from the Route 101 Right-of-Way. Access to the parcel is via Cronin Road, a dead-end public road without a turnaround at the end. The ROW width is approximately 40' along its entire length which is 10' short of the current required width of 50'. The pavement is approximately 18' wide along the roadway which is also narrower than our current minimum pavement width requirement of 24'. There is a commercial business at the end of the road. There are wetlands present on the land and the State is retaining two drainage easements along the Epping road frontage.

While the parcel is almost three (3) acres, the buildable area is less than that due to wetlands, setbacks, and drainage easements. The plan attached to the State's letter faintly shows two wetland areas and they are flagged in the field. I contacted the NHDOT and they were unable to share with me their wetland survey as they indicated it was done via a handheld GPS and shouldn't be relied upon. As such, I am unable to definitively determine the buildable area but our wetland buffers may cover most of the property and may even overlap in some places. The parcel also has a "finger" of land in the northeasterly corner of the property that does not have much development potential but could be utilized for a future turnaround for Cronin Road.

I do not see any value in pursuing this land nor can I envision any viable municipal use for the parcel. That said, you may want to solicit other department heads to see if they have a use or uses for the property for their respective departments.

*all could be use to
in more wetland buffers
portions of the
site.*

Barring any other interest from department heads, I would recommend that we ask the NHDOT if they would be willing to reconfigure the parcel by retaining the "finger" as described above (or an area for a cul-de-sac/turnaround) and reserving a 10' strip along Cronin Road and dedicate these areas to the Town. This would avoid the Town having to request another boundary line adjustment and land dedication for the turnaround and widening of the ROW from the future owner. I have attached a map showing the turnaround area and the location of the 10' strip.

Thank You:

Enclosures:(2)



Rob Dapice
Executive Director/CEO
DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
rdapice@nhhfa.org

JAN 05 2023

RECEIVED

December 29, 2022

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: Exeter property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Exeter, described in your letter of December 13, 2022.

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 22-033

FROM: Stephen G. LaBonte
Administrator



DATE: October 20, 2022

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

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

Approved by the Long Range Capital
Planning & Utilization Committee
November 28, 2022

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department), requests to amend a previously approved Long Range Capital Planning and Utilization Committee item (LRCP 22-016, May 23, 2022) to dispose of state-owned land located at 1 Cronin Road in the Town of Exeter by increasing the acreage size to 3.16 +/- acres from 2.88 +/- acres. As a result of the increased acreage, the sale price will be increased from \$501,100.00 to \$576,100.00, which includes an \$1,100.00 administrative fee. The sale will be subject to conditions as specified in the original request.

EXPLANATION

The Department wishes to dispose of 3.16 +/- acres of land located at 1 Cronin Road in the Town of Exeter as noted above. After receiving feedback from the Town of Exeter (Town), this parcel was reconfigured to include an area omitted for a turnaround previously requested by the Town. The reconfiguration of the parcel increased the size by 0.28 of an acre. The increased parcel size will help to offset the wetland buffers currently in place.

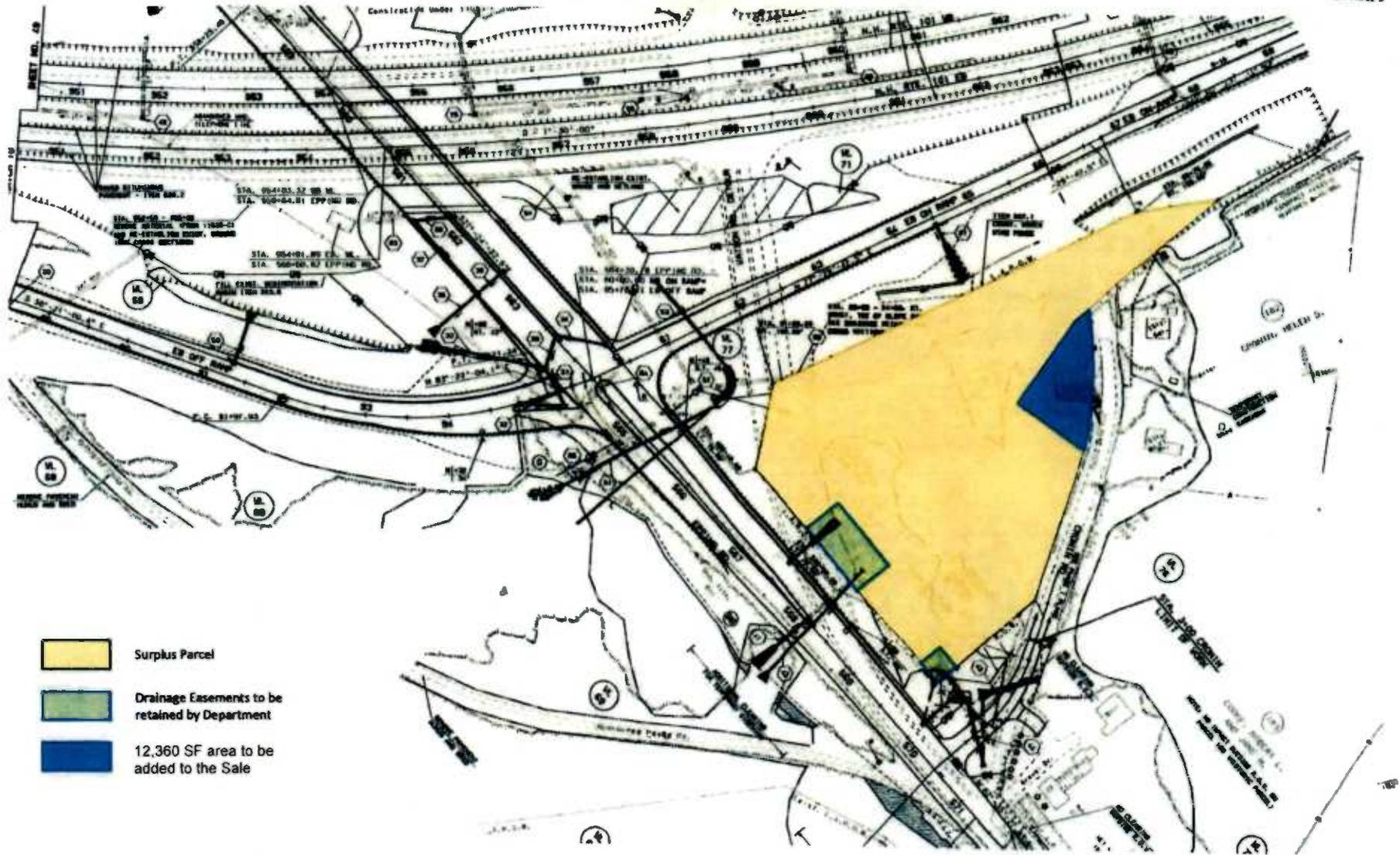
Due to the change in the acreage, the Department reviewed the appraisal to account for the increased acreage. The appraisal report, dated August 31, 2022, determined a market value, between \$480,000.00 to \$605,000.00. After the internal review and discussion, the Department has decided to market the property for \$576,100.00, which includes the \$1,100.00 administrative fee.

The Department is respectfully requesting authorization to sell the subject parcel based on the revised acreage and value. All other conditions outlined in LRCP 22-016 remain the same.

SGL/ARP/jl
Attachments

Project NHS-018-2(114), 11533-G, Portions of Sheets 50, 51, & 52 with Surplus Parcel and Drainage Easements

Exhibit 3





Approximate
extent of wetland
on property as
determined by on
site inspection

1 Cronin Road, Exeter
Preliminary Wet-Sketch
Gove Environmental Services, Inc
BJQ, 3/13/23

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

LRCP 22-016

FROM: Stephen G. LaBonte
Administrator

DATE: May 06, 2022

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

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

Approved by the Long Range
Capital Planning & Utilization
Committee May 23, 2022

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of 2.88 +/- acres of state-owned vacant-land, located at 1 Cronin Road in the Town of Exeter. The Department will enter into a listing agreement for a term of one year with NAI Norwood Group, with a 6% sales commission. The sale price for this parcel is \$500,000.00, and the Department will assess an administrative fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department wishes to dispose of 2.88 +/- acres of state-owned vacant-land located at 1 Cronin Road in the Town of Exeter.

The property acquired in 1959 for the Exeter-Stratham P-3380 Project, at a cost of \$412.00.

The departmental review determined that the subject parcel is surplus to the Department's operational needs and available for disposal. This property will be sold "As Is," with the following conditions.

- The buyer is required to solicit a NH Licensed Land Surveyor, to survey and prepare a Boundary Line/Right-of-Way Adjustment plan, to be submitted to the Department for review and approval. Upon approval by the Department, the Buyer is required to record the plan in the Rockingham County Registry of Deeds, from which the Department will prepare the conveyance deed. The Buyer will supply a full size copy of the recorded plan and draft description of the surveyed parcel(s).
- The State will retain a 400 and 4,275 SF Drainage easement, and a 4,000 SF Slope easement as shown on the plan titled Exhibit 3.

In accordance with New Hampshire Administrative Code, Chapter Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 4

(Stratford and Rockingham Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 6%. Based on this request, the Department received responses from following three firms.

NAI Norwood Group	\$432,000.00 -
116 South River Road	\$504,000.00
Bedford, NH 03110	
Carey Giampa, LLC/Rye	\$631,000.00
655 Wallis Road	
Rye, NH 03870	
H.G. Johnson Real Estate	\$1,100,000.00
17 Elm Street Suite B202	
Keene, NH 03446	
State Appraisal	\$375,000.00 -
	\$500,000.00

The Pre-Qualification Committee reviewed the submissions and felt that a value of \$500,000.00 was an appropriate value for this property, and selected NAI Norwood Group to market and sell the property on behalf of the Department. Their submission was the closest in value to the Department's appraisal.

Prior to the sale, the Department will solicit interest from the Town of Exeter pursuant to RSA 4:39-c, and the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2.

The Department is respectfully requesting authorization to sell the subject parcel, as outlined above.

SGL/ARP/jl
Attachments