



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



41

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
July 23, 2024

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to dispose of 2.75 +/- acres of state-owned land, with improvements, located at 592 Eaton Road (NH Route 153) in the Town of Conway. The sale will be to Aymie Mullins (Grantee) for \$151,100, which includes the \$1,100 administrative fee.
2. The Department further requests authorization to compensate 603 Redstone Realty from the proceeds of the sale in the amount of \$7,500 (5%) for real estate services, pursuant to N.H. Code of Administrative Rules Tra 1003.04 (c) (2023).

The Department's Bureau of Finance and Contracts has determined that the funding for this parcel is 100% Federal Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2025</u>
Administrative Fee	\$1,100
04-096-096-963015-3049-405215	<u>FY 2025</u>
Sale of Parcel (Federal Funds Payback)	\$142,500
(100% of \$142,500)	

EXPLANATION

The Department wishes to dispose of an improved parcel with a single-story cottage-style home with a one-car drive-under garage in the Town of Conway. The parcel, consisting of 3.5 +/- acres, was acquired for the proposed Conway By-pass Project in 2006 for \$200,000. The Department shall retain .75 +/- of an acre for the Department's abutting patrol shed.

Pursuant to 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 the following conditions.

- The Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way or any mutually agreed-upon adjustments.
- The sale requires the Buyer to relocate the well to the opposite side of the property to conform with the state's protective well radius guidelines due to the installation of the fueling station at the adjacent patrol shed.
- Buyer shall be responsible for any and all local and state approvals including subdivision.

At the June 10, 2024, meeting of the Long-Range Capital Planning and Utilization Committee (Committee), the request (LRCP 24-027) was approved which allowed the Department to enter into a listing agreement with 603 Redstone Realty to sell the above-listed property for \$150,000. The Committee previously approved the property on September 19, 2022 (LRCP 22-023). The property was previously listed for \$200,000, however, feedback from potential buyers indicated that this price was not reasonable considering the necessary work to make the existing residential structure usable and the relocation of the well.

The Realtor marketed the subject property and brought all offers to the Department for consideration. On July 19, 2024, the Department entered into a Purchase and Sale Agreement with Aymie Mullins for \$150,000, plus the \$1,100 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Conway, and they do not have an interest in the property. Pursuant to 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 noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/SEF
Attachments



NEW HAMPSHIRE
HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

OCT 07 2022

RECEIVED

October 5, 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: Conway property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Conway, described in your letter of September 19, 2022.

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

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures



TOWN OF CONWAY

23 MAIN STREET • P.O. BOX 2680 • CONWAY, NEW HAMPSHIRE 03818

(603) 447-3611
WWW.CONWAYNH.ORG

October 14, 2022

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

OCT 17 2022

RECEIVED

Stephen G. LaBonte
Bureau of Right of Way
JO Morton Building – Room 100
P.O. 483
Concord, NH 03302-483

Re: Sale of State Owned Land in Conway

Dear Mr. LaBonte,

At the October 11, 2022 meeting of the Board of Selectmen, the Board voted unanimously against the purchase of Map/Lot 279-3 (592 Eaton Road).

Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Krista Day".

Krista Day
Executive Assistant
Town of Conway

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



Effective upon G&C approval ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 19th day of July, 2024 between
State of New Hampshire
("SELLER") of PO Box 483
City/Town Concord, State NH, Zip 03302-0483
and Aymie Mullins
("BUYER") of 2996 East Main Street
City/Town Conway, State NH, Zip 03818

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Conway located at 592 Eaton Road
NH, 03818
County Carroll Book 2551 Page 621 Date ("PROPERTY").

3. The SELLING PRICE is one hundred fifty thousand Dollars \$150000.00
A DEPOSIT in the form of personal check is to be held in an escrow account by
603 Redstone Realty LLC ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW
AGENT's FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$7500.00
BUYER agrees that an additional deposit of earnest money in the amount of \$ will be delivered on or before
If BUYER fails to deliver the initial or additional deposit in compliance with the above
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
or trust account check, in the amount of \$142500.00

4. DEED: Marketable title shall be conveyed by a warranty deed, and shall be free
and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before See section 19 at Alpine Title
or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys 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. SELLER agrees that the premises will be
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions:
none

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Janet McMahon of 603 Redstone Realty LLC
is a seller agent buyer agent facilitator disclosed dual agent*
Greydon Turner of Pinkham Real Estate
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. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER,
or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds
\$1000.00 \$10,000.

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



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New Hampshire Association of REALTORS® Standard Form



- 9. TITLE: If upon examination of 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...
10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures furnace, water heater, kitchen appliances as seen on 7/19/2024

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

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [X] YES [] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE: [Signature] []

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.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i. _____, j. _____.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. 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.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

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

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- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, 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: [Signature] [Signature]

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

Table with 2 columns: YES, NO. Rows include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within ___ days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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 into 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.

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

AMOUNT _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE None
[Empty box for financing details]

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.

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

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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 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 _____ 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 _____ ("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:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller _____ Buyer _____

SELLER(S) INITIALS _____ BUYER(S) INITIALS _____

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



19. ADDITIONAL PROVISIONS:

This contract is contingent on the following:

- The Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way or any mutually agreed upon adjustments.
The sale requires the Buyer to relocate the well to the opposite side of the property to conform with the state's protective well radius guidelines due to the installation of the fueling station at the adjacent patrol shed.
Buyer shall be responsible for all local and state approvals including subdivision.
The Buyer will be required to pay an administrative fee of \$1,100.
The sale is subject to the Governor and Executive Council approval.



20. ADDENDA ATTACHED: [] Yes [x] No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. 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 12:00 midnight 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 12:00 midnight Eastern Time on such date. Effective upon Governor & Council Approval, closing on or before 100 days past approval date.



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

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

Buyer signature and date/time stamp

Buyer signature and date/time stamp

2996 East Main Street
MAILING ADDRESS

MAILING ADDRESS

Conway NH 03813
CITY STATE ZIP

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.

Seller signature and date/time stamp

Seller signature and date/time stamp

PO Box 483
MAILING ADDRESS

MAILING ADDRESS

Concord NH 03302-0483
CITY STATE ZIP

CITY STATE ZIP

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

LRCP 24-027

FROM: Stephen G. LaBonte
Administrator

DATE: May 20, 2024

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

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

TO: Representative Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), under RSA 4:39-c is seeking continued approval to dispose of approximately 2.75 acres of state-owned land, along with improvements, located at 592 Eaton Road (NH Route 153) in the Town of Conway. This request is being resubmitted to the Committee due to the lack of success in selling the property under the previous listing agreement. Previously the Committee approved the property on September 19, 2022 (LRCP 22-023). The Property was listed for \$200,000, however, feedback from potential buyers indicated that this price was too high considering the necessary work to make the existing residential structure usable. The Department completed a new appraisal with an opinion of value of \$138,000. The Department intends to enter a one-year listing agreement with Janet McMahon at 603 Redstone Realty, with a 5% sales commission. The proposed sale price for the parcel is \$150,000, and following RSA 4:40, III-A, the Department will levy an administrative fee of \$1,100. Negotiations will be conducted within the Committee's existing policy guidelines, subject to the conditions outlined in this request.

EXPLANATION

The subject property is improved with a single-story cottage-style home with a one-car basement-level garage. The subject property, which encompasses 3.5 acres, was originally acquired in 2006 for the Conway Bypass 11339B Project for \$200,000. The Department proposes to retain approximately 0.75 acres for its patrol shed, abutting the property. Following a departmental review, it has been concluded that the subject parcel is surplus to the Department's operational needs and available for disposal. This property will be offered for sale "AS IS, WHERE IS, and WITH ALL FAULTS," subject to the following conditions.

- The Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way or any mutually agreed-upon adjustments.
- The sale requires the Buyer to relocate the well to the opposite side of the property to conform with the state's protective well radius guidelines due to the installation of the fueling station at the adjacent patrol shed.
- Buyer shall be responsible for all local and state approvals including subdivision.
- The Buyer will be required to pay an administrative fee of \$1,100.
- The sale is subject to the Governor and Executive Council approval.

Per 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 1 (Carroll, Coos, and Grafton Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 5%. Based on this request, the Department received responses from the following three firms.

Pinkham Real Estate	\$99,000
603 Redstone Realty	\$150,000
Badger, Peabody & Smith	\$135,000
Department Appraisal	\$138,000

Following a detailed assessment of the submitted proposals, the Pre-Qualification Committee concluded that setting the property's value at \$150,000 was appropriate for this property. Janet McMahon of 603 Redstone Realty was selected to market and sell the property. This decision was based on a thorough examination of prevailing market conditions in the area and the property's assessed value.

The Department solicited interest from the Town of Conway pursuant to RSA 4:39-c, and the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2, both declined interest in purchasing the property.

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

SGL/AMO/jl
Attachments

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

FROM: Stephen G. LaBonte 
Administrator

DATE: August 18, 2022

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

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

Approved by the Long Range
Capital Planning & Utilization
Committee September 19, 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 2.75 +/- acres of state-owned land, with improvements, located at 592 Eaton Road (NH Route 153) in the Town of Conway. The Department will enter into a listing agreement for a term of one year with Badger, Peabody & Smith Realty, with a 5% sales commission. The sale price for this parcel is \$200,000.00, and the Department will assess an administrative fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will negotiate within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The subject property is improved with a single-story cottage-style home with a one-car under-garage. The subject parcel was originally acquired by the Department in 2006, for the Conway Bypass 11339B project, for \$200,000.00. The Department shall retain 0.75 +/- of an acre of land of the original 3.5 +/- acres that was acquired, for the Department's patrol shed abutting the property. After a departmental review, it was 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 Grantee will be responsible for submitting a subdivision plan, prepared at their expense, by a land surveyor licensed in the State of New Hampshire. This survey will describe the parcel being sold and will be used, by the Department, to prepare the deed for this sale.

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 1 (Carroll, Coos and Grafton Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 5%. Based on this request, the Department received responses from the following four firms.

Coldwell Banker Lifestyles 486 White Mountain Highway, Suite E Conway, NH 03818	\$129,000.00
Pinkham Real Estate 2558 White Mountain Highway North Conway, NH 03860	\$159,000.00

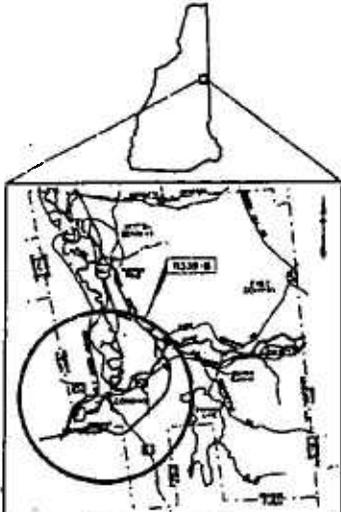
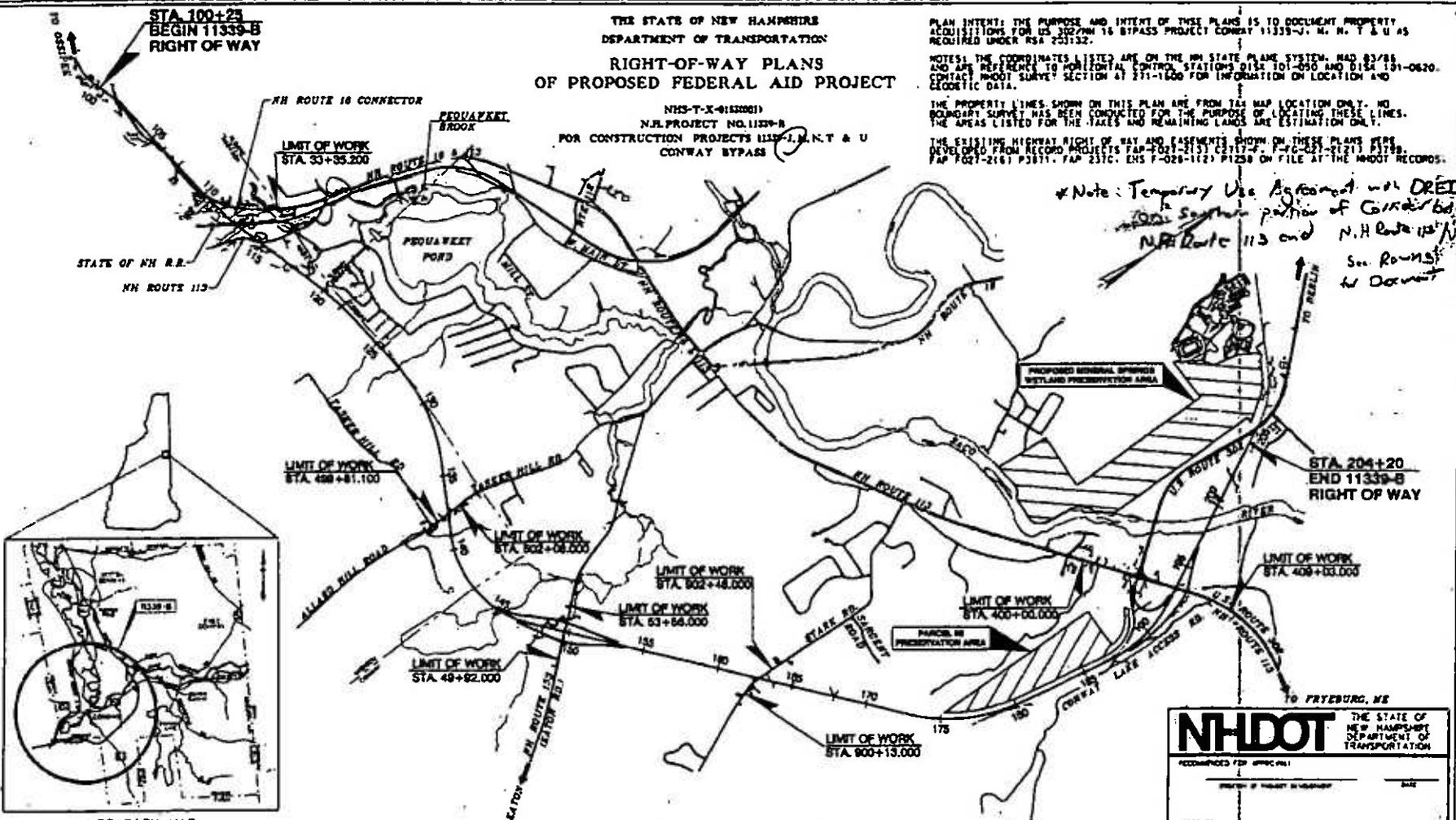
Registry Recording Plans (01/06/09)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
**RIGHT-OF-WAY PLANS
OF PROPOSED FEDERAL AID PROJECT**

NHS-T-X-0133001
N.H. PROJECT NO. 11339-B
FOR CONSTRUCTION PROJECTS 11339-J, M, N, T & U
CONWAY BYPASS

PLAN INTENT: THE PURPOSE AND INTENT OF THESE PLANS IS TO DOCUMENT PROPERTY ACQUISITIONS FOR US 102 FROM 16 BYPASS PROJECT CORNER 11339-J, M, N, T & U AS REQUIRED UNDER RSA 231:32.
NOTES: THE COORDINATES LISTED ARE ON THE NH STATE PLANE SYSTEM, NAD 83/88 AND ARE REFERENCED TO HORIZONTAL CONTROL STATIONS 0182 101-050 AND 0182 101-0620. CONTACT WHOOT SURVEY SECTION AT 271-1000 FOR INFORMATION ON LOCATION AND GEODETIC DATA.
THE PROPERTY LINES SHOWN ON THIS PLAN ARE FROM TAX MAP LOCATION ONLY. NO BOUNDARY SURVEY HAS BEEN CONDUCTED FOR THE PURPOSE OF LOCATING THESE LINES. THE AREAS LISTED FOR THE TAXES AND REMAINING LANDS ARE ESTIMATION ONLY.
THE EXISTING HIGHWAY RIGHT OF WAY AND EASEMENTS SHOWN ON THESE PLANS WERE DEVELOPED FROM RECORD PROJECTS PAP-1021-2131 (2/11/74), P-90-027-2121 (3/78), PAP 1021-2101 (3/81), PAP 231C, ENS 7-026-1121 P1230 ON FILE AT THE MDDOT RECORDS.

*Note: Temporary Use Agreement with DRED
on Southern portion of Gardner Rd
N.H. Route 113 and N.H. Route 125
See ROWMS
to Document



LOCATION MAP
GRAPHIC SCALE

TOWN OF CONWAY
COUNTY OF CARROLL

SCALE: 1:12000

METRIC

INDEX OF SHEETS

123	FRONT SHEET
124-125	STANDARD SYMBOLS
126-127	SUMMARY SHEETS
128-134	PROPERTY LAYOUT
135-175	R.D.W. PLANS
176	GEOMETRIC LAYOUT PLAN

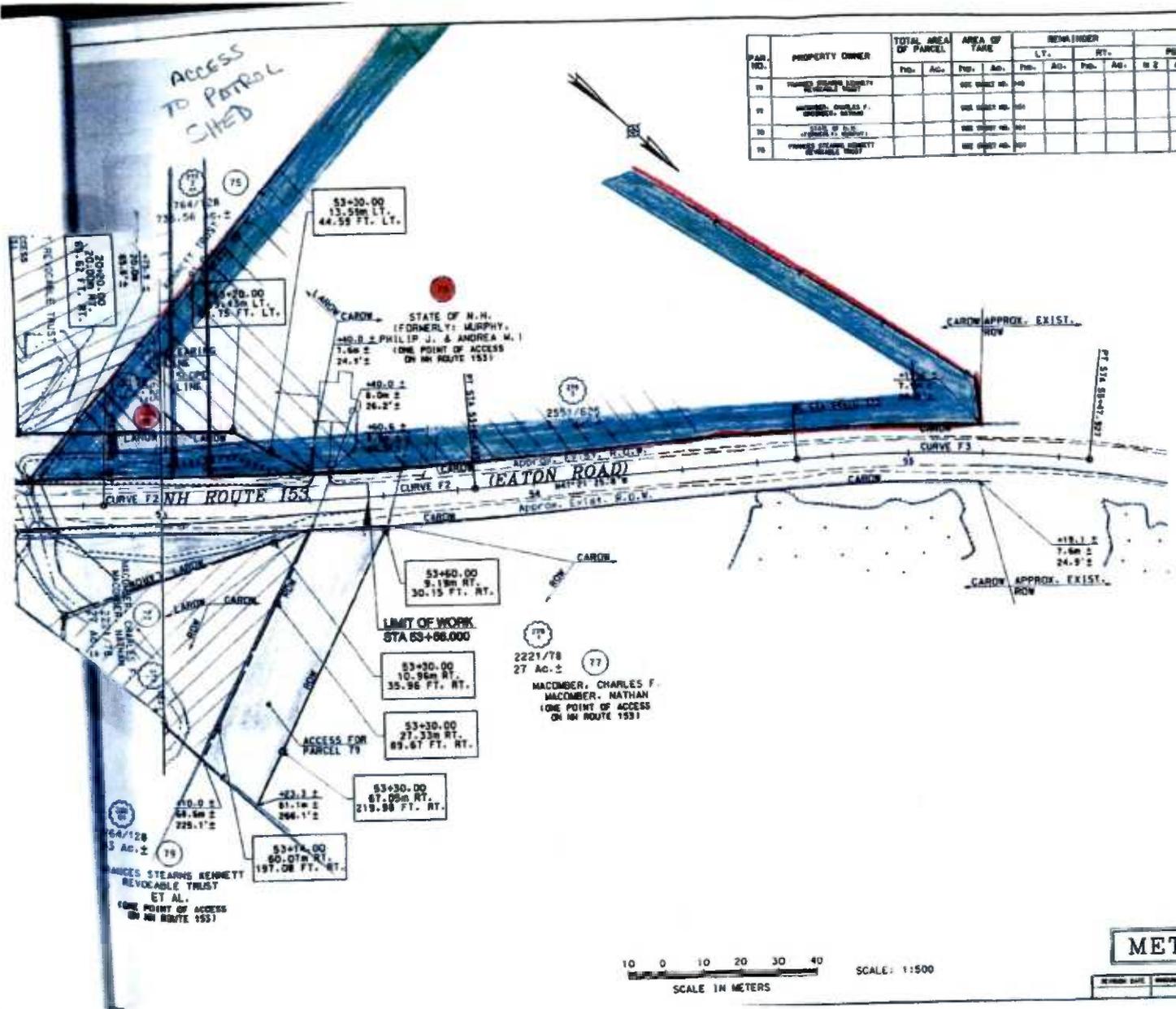
PLANS PROVIDED BY
PARSONS TRANSPORTATION GROUP
CONCORD, NEW HAMPSHIRE
BY *[Signature]*



NHDOT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL:	DATE:
APPROVED:	DATE:
APPROVED BY ADMINISTRATOR, BUREAU OF RIGHT-OF-WAY	
ADMINISTRATOR:	DATE:
PROJECT NUMBER: 11339-B	DATE: 1/27

ACCESS TO PARCEL CITED

PAR. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL		AREA OF TAKE		REMAINDER				EASEMENT				CAPES PTS. OF ACCESS		KEY NO.	
		LT.		RT.		LT.		RT.		PERMANENT		TEMPORARY		LT.	RT.		
		Pa.	Ac.	Pa.	Ac.	Pa.	Ac.	Pa.	Ac.	Pa.	Ac.	Pa.	Ac.				Pa.
78	FRANCIS STEARNS KENNETT REVOCABLE TRUST																
79	MACCOMBER, CHARLES F.																
80	STATE OF N.H.																
81	FRANCIS STEARNS KENNETT REVOCABLE TRUST																



SCALE: 1:500

ROW SHEET OF

STATE OF NEW HAMPSHIRE

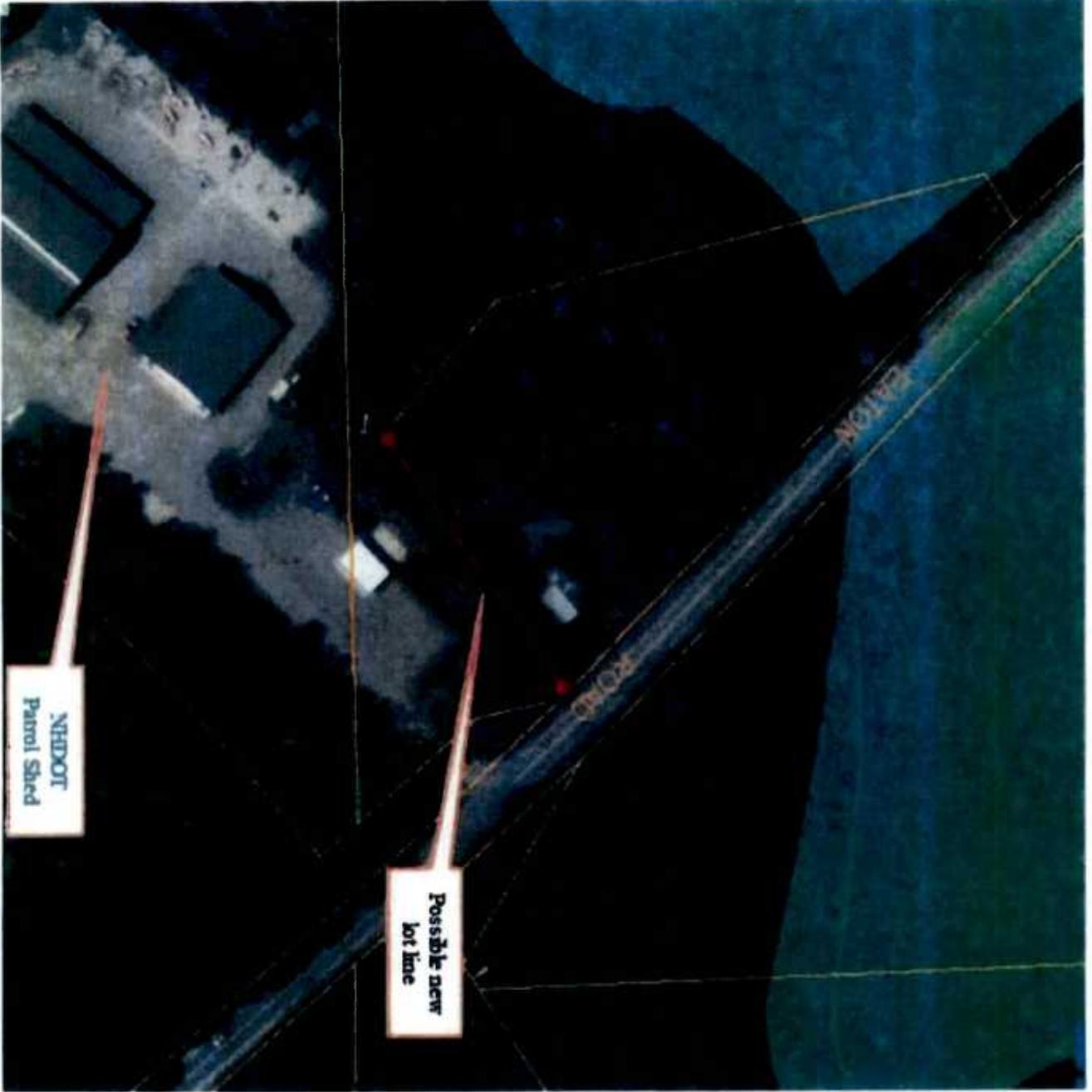
DEPARTMENT OF TRANSPORTATION • BUREAU OF HIGHWAY DESIGN

RIGHT-OF-WAY PLANS

TOWNSHIP OF MADRAS & CANTON
COUNTY OF CARROLL

METRIC

DESIGN DATE	DRAWN DATE	FILE NUMBER	FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
				10330-0	153	



NH DOT
Patrol Shed

Possible new
lot line



Parcel # 279-3

00592 EATON RD



Documents & Links Assessment Commercial Residential

Madison