



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

60B



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 29, 2024

REQUESTED ACTION

- Under RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell four contiguous parcels of vacant state-owned land, totaling 3.6 acres, located on U.S. Route 4 (Dover Rd) in the Town of Chichester. The sale will be to Wesley Rose (Grantee) for \$235,000, plus the \$1,100 administrative fee.
- The Department further requests authorization to compensate NAI Norwood Group from the proceeds of the sale for \$14,100 (6%) for real estate services.

The Department's Bureau of Finance and Contracts has determined that the funding for these parcels was 75% Federal Funds and 25% Highway Funds.

The revenue will be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2025</u> \$1,100
04-096-096-963515-3054-401771 Sale of Parcel - Federal Funds Payback (75% of \$220,900)	<u>FY 2025</u> \$165,675
04-096-096-960015-0000-UUU-409279 Sale of Parcel – Highway (25% of \$220,900)	<u>FY 2025</u> \$ 55,225

EXPLANATION

The Department wishes to dispose of four parcels of vacant, state-owned land on U.S. Route 4 in the Town of Chichester. The parcels were acquired for the Chichester NHI-FG-F-012-2 (17) Route 4 widening project between 1990 and 1991. The 4 parcels comprised of 3.6 +/- acres are the remnants of the larger parcels. The specific details of the acquisitions are as follows:

- Parcel 26: 0.40 +/- of an acre, condemnation in 1991 from Gladys & Ernest Gagnon for \$64,000.
- Parcel 28: 1.09 +/- acres, warranty deed 1990 from Calvin & Laurie Couch for \$64,000.
- Parcel 30: 1.32 +/- acres, warranty deed 1990 from Carl E. Dow for \$62,000
- Parcel 32: 0.69+/- of an acre, warranty deed 1991 from Harry Rodd for \$8,000.

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 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 Buyer shall be responsible for obtaining any and all local and state approvals, including but not limited to subdivision approval.
- One mutual access point will be granted for the 4 parcels onto U.S. Route 4.

At the December 15, 2023, meeting of the Long-Range Capital Planning and Utilization Committee (LRCP), the request (LRCP 23-041) was approved which allowed the Department to enter into a listing agreement with NAI Norwood Group (Realtor) to sell the above-listed property for \$229,450. The Department would also assess a \$1,100 administrative fee. Their approval authorized the Department to compensate the Realtor a 6% commission from the sale proceeds. The Department received prior LRCP approval on September 18, 2009 (LRCP 09-040), but the process was restarted due to the length of time that had elapsed.

The Realtor marketed the subject property and brought all offers to the Department for consideration. On July 15, 2024, the Department entered into a Purchase and Sale Agreement with Wesley Rose or Nominee for \$235,000, plus the \$1,100 administrative fee.

Under RSA 4:39-c, the Department has solicited interest from the Town of Chichester, and they did not respond.

Under RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, and they did not respond.

The Department respectfully requests authorization to sell these parcels and compensate the Realtor, as noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/SEF
Attachments



PURCHASE AND SALE AGREEMENT

New Hampshire Commercial Investment Board of REALTORS® Standard Form

1. PARTIES: This agreement ("AGREEMENT") is made this 3rd day of July, 2024 between State of New Hampshire Department of Transportation ("SELLER") of 7 Hazen Drive, City Concord, State NH Zip 03302 and Wesley Rose ("BUYER") of 100 Chase Farm Rd, City Hopkinton, State NH Zip 03220.

2. AGREEMENT: SELLER agrees to sell and convey, and BUYER agrees to purchase, for the PURCHASE PRICE (defined below) and subject to every one of the terms and conditions hereafter set forth, the real property located in City/Town of Chichester, New Hampshire, known as or more particularly described as 333 Dover Road

including the buildings and other improvements thereon as described in deed dated 10/30/1990 and recorded in the Merrimack County Registry of Deeds as Book 1490.1625.655.611 Page 302.105 (collectively referred to as the "PROPERTY").

3. PRICE AND DEPOSIT: The purchase price is Two Hundred Thirty-Five Thousand and 00/100 Dollars \$ 235,000.00 ("PURCHASE PRICE"). An initial DEPOSIT ("INITIAL DEPOSIT"), in the form of Check, is to be held in an escrow account by NAI Norwood Group ("ESCROW AGENT"). BUYER will deliver earnest money in the amount of \$25,000.00 to the ESCROW AGENT's FIRM within 10 days of the EFFECTIVE DATE. An additional deposit ("ADDITIONAL DEPOSIT") will be paid on or before _____, in the sum of \$ _____. The INITIAL DEPOSIT and the ADDITIONAL DEPOSIT (collectively, the "DEPOSIT") shall be applied to the PURCHASE PRICE, unless otherwise provided in this AGREEMENT. Balance due shall be due at the time of closing.

Provided, nonetheless, such balance due shall be net (whether plus or minus) of any provisions set forth within Section 12 of this AGREEMENT, as applicable.

4. DEED: Title to the PROPERTY shall be conveyed by a Warranty Deed ^{with} Quitclaim ^{with} deed.

5. TRANSFER OF TITLE: The transfer of title shall occur on or before 90 days post Governor's Council approval ^{or} 07/13/2024 ^{or} TBD or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").

6. POSSESSION: Full possession and occupancy of the PROPERTY with all keys shall be given upon the transfer of title free of all occupants and personal property, contracts and leases except as herein stated. SELLER agrees that the PROPERTY will be delivered to BUYER free of all debts and in "broom clean" condition. Exceptions to the foregoing:

BUYER reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's broker within _____ hours prior to CLOSING to ensure compliance with the terms of this AGREEMENT.

7. AGENCY: The undersigned SELLER and BUYER acknowledge the roles of the Brokers as follows:
is a SELLER agent BUYER agent facilitator disclosed dual agent* and
of Ally Rose of Everyday Realty LLC
Chris Norwood of NAI Norwood Group
is a SELLER agent BUYER agent facilitator disclosed dual agent*

*If broker is acting as a disclosed dual agent, SELLER and BUYER acknowledge 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. MAINTENANCE: Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same condition as of the date of this AGREEMENT, reasonable wear and tear excepted.

9. ~~INSURANCE: The PROPERTY shall, until full performance of this AGREEMENT, be kept insured against fire and other casualty with extended coverage by SELLER.~~

10. LOSS: In case of loss, all sums recoverable from any applicable insurance shall be paid or assigned, on transfer of title, to BUYER, unless the PROPERTY shall previously have been restored to its former condition by SELLER, or, at the option of BUYER, this AGREEMENT may be terminated and the DEPOSIT refunded if any such loss exceeds \$ 10,000

11. TITLE: At the CLOSING, good, clear and marketable title to the PROPERTY shall be conveyed by SELLER, free of all liens, restrictions, and other encumbrances except usual public utilities serving the PROPERTY which do not interfere with BUYER's intended use of the PROPERTY, encumbrances noted herein, and encumbrances otherwise acceptable to BUYER. Within 10 days of the EFFECTIVE DATE, BUYER may cause the title to the PROPERTY to be examined at BUYER's sole expense to determine whether title to the PROPERTY conforms to the requirements of this AGREEMENT. If upon such examination, BUYER determines that the title does not conform to the requirements of this AGREEMENT, then BUYER shall within that same period provide written notice to SELLER describing all title defects that BUYER has determined to exist, time being of the essence. SELLER shall have a reasonable time (and if applicable, the CLOSING shall be extended during such period), not to exceed thirty (30) days from the date of such notice (unless another period is agreed to in writing), to remedy such defects or provide to BUYER written assurance that such defects will be cured at or before the CLOSING; failing which BUYER may terminate this AGREEMENT at BUYER'S sole discretion by written notice to SELLER within 5 days following the end of such period. SELLER hereby agrees to undertake reasonable efforts to correct the title defect within the said thirty (30) day period.

12. **PRORATIONS:** All real estate taxes, and fuel in storage as of the CLOSING shall be apportioned, as appropriate, between the SELLER and the BUYER. Rents received by SELLER prior to CLOSING that are applicable to any period following the CLOSING date shall be credited to BUYER at CLOSING. Unless the parties otherwise agree in writing, BUYER agrees to pay over to SELLER within 10 days of receipt of RENTS received following the CLOSING, that are applicable to any period prior to the CLOSING date. Security deposits given by tenants and held by SELLER shall be turned over to BUYER at CLOSING. The parties agree to comply with the requirements of RSA 640-A:6 III and IV (regarding tenants' security deposits), if applicable.

WR

13. **DISCLOSURES & NOTIFICATIONS:** In compliance with the requirements of RSA 477-A-a, the following information is provided to BUYER:

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

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. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Lead Paint Disclosure Required YES NO

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

CONDOMINIUM: If the PROPERTY is a condominium, BUYER has the right to obtain the information in RSA 366-B:68, 1 from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

MANDATORY NEW HAMPSHIRE DISCLOSURE & NOTIFICATION FORM: BUYER acknowledges prior receipt of SELLER's Mandatory New Hampshire Disclosure & Notification Form and signifies by initialing here:



14. DUE DILIGENCE CONTINGENCY: BUYER is encouraged to seek information from professionals regarding any specific issue of concern. Neither SELLER, nor its agents or representatives, make any warranties or representations regarding the condition, permitted uses or value of the PROPERTY, including any of SELLER'S real or personal property, except to the extent specifically stated herein or attached hereto and incorporated herein.

This AGREEMENT is contingent upon BUYER'S satisfaction with the results of the following inspections upon the PROPERTY as set forth below, which SELLER hereby authorizes BUYER to perform upon reasonable notice to SELLER:

TYPE OF INSPECTION:

_____	within _____ days

All inspections shall be done by professionals normally engaged in the business with proof of insurance as may reasonably be requested by SELLER, to be chosen and paid for by BUYER. BUYER shall hold SELLER harmless and shall indemnify and defend SELLER (with counsel reasonably acceptable to SELLER) for any and all claims for injury alleged to be caused by BUYER or BUYER'S representatives, agents or contractors arising out of or related to BUYER'S inspections of the PROPERTY. At no time shall BUYER undertake destructive or invasive testing absent the prior written approval of SELLER, in which event, BUYER agrees to immediately restore the PROPERTY to the same material condition as existed prior to such testing.

If BUYER fails to notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, or if any said investigation is not performed or completed during the time period specified, the contingency for that inspection is deemed waived by BUYER, time being of the essence. If the result of any inspection specified above is unsatisfactory to BUYER, in BUYER'S sole discretion, BUYER may terminate this AGREEMENT by notifying SELLER in writing within the time period specified for such inspection and DEPOSIT will be returned as prescribed in Section 22. If requested by SELLER, BUYER shall provide SELLER with details to allow SELLER to understand the basis for termination, and if SELLER further requests, BUYER shall provide SELLER with any available inspection reports. If the result of any said investigation is unsatisfactory to BUYER and BUYER wishes to pursue a resolution other than terminating this AGREEMENT, BUYER must do so to full resolution in writing signed by both BUYER and SELLER within the time period set forth above; otherwise upon the expiration of the applicable period the due diligence contingency shall be deemed to have been waived.

In the absence of the inspection(s) identified 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

15. **DEFAULT & LIQUIDATED DAMAGES:** If BUYER shall default in the performance of its obligation under this AGREEMENT, the amount of the DEPOSIT may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages, or SELLER shall have all remedies at law and in equity.

If SELLER shall default in the performance of its obligation under this AGREEMENT, BUYER shall have all remedies at law and in equity.

16. **FINANCING:** This AGREEMENT is or is not contingent upon BUYER obtaining financing under the following terms:

- a. Amount: 210000
- b. Rate: _____
- c. Type: Conventional
- d. Term/Years: _____
- e. Application: Application for financing must be made on or before 7/10, failing which this contingency shall be deemed to have been waived, time being of the essence.
- f. Evidence of Financing Availability: On or before 7/10 (the "Financing Deadline"), BUYER shall provide SELLER with written evidence, reasonably acceptable to SELLER, as to BUYER's ability or inability to obtain financing, time being of the essence. Upon such notification, if BUYER is unable to obtain financing, BUYER shall have the option to terminate this AGREEMENT by providing notice of termination in writing to SELLER on or before the Financing Deadline. If BUYER has not elected to so terminate this AGREEMENT, BUYER shall provide seller with reasonable written evidence of proof of funds. SELLER shall have the right to terminate this AGREEMENT if the written evidence of ability to obtain financing or proof of funds provided by BUYER is not reasonably acceptable to SELLER. SELLER shall provide notice of such termination in writing to BUYER no later than 5 days following receipt of BUYER's written evidence.

In the case of a conditional financing commitment, including, but not limited to, a commitment contingent upon an appraisal or other requirement, after the expiration of the Financing Deadline, BUYER bears the risk of the availability of funds at CLOSING.

In the event of termination of this AGREEMENT pursuant to this Section 16, the DEPOSIT will be returned as prescribed in Section 22.

17. ADDITIONAL PROVISIONS:

Buyer and seller agents to split gross commission on a 50/50 basis. All timber must be left on property. Buyer agrees to have state licensed land surveyor prepare perimeter boundary plan and existing right-of-way. Buyer agrees to pay \$1,100 in administrative fees per parcel.

Notwithstanding section 21, execution of this agreement is contingent on approval by the Governor and Executive Council. WR

18. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersedes any agreements or understandings prior to the date hereof whether written or oral, and may not be amended except in a writing executed by all parties.

19. GOVERNING LAW & VENUE: This AGREEMENT shall be exclusively governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice or conflicts of laws provisions. Any action, lawsuit or proceeding filed by BUYER or SELLER arising out of or relating to this AGREEMENT shall be exclusively brought in any court of competent jurisdiction located in New Hampshire, which shall have exclusive jurisdiction over all related counterclaims. Each of the parties irrevocably submits to the jurisdiction of that court in any such action, lawsuit or proceeding, and waives any objection that it, he, or she may now or hereafter have to venue or to convenience of forum.

20. ELECTRONIC COPIES: For the purposes of executing and delivering this AGREEMENT, (i) a document signed, and then electronically scanned and emailed, or transmitted by facsimile or other electronic means shall be treated as an original document, (ii) the signature of any party on such document shall be considered as an original, (iii) the document transmitted (or the document of which the page containing the signature or signatures of one or more parties is transmitted) shall have the same effect as a counterpart thereof containing original signatures, and (iv) at the request of a party, each party who executed a document transmitted by such means, shall re-execute such document or a counterpart as an original. No party may raise the use of such electronic means for the purpose of transmitting a signature of that party or another party as a defense to the enforcement of this AGREEMENT or any other document required to be delivered in accordance with its terms, including any amendment thereof.

21. NOTICE & EFFECTIVE DATE: 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 in writing, which writing shall be deemed to include email. The effective date is that date upon which a fully executed copy of the contract has been delivered to BUYER and SELLER. 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, 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.

22. DEPOSIT: In the event of termination of this AGREEMENT pursuant to the terms herein, the full DEPOSIT shall be refunded to BUYER pursuant to RSA 331-A and all parties shall be released from any further obligations hereunder, except for such obligations as expressly survive the termination pursuant to this AGREEMENT. The release of the DEPOSIT by ESCROW AGENT shall be contingent upon delivery to the ESCROW AGENT of an AGREEMENT in writing between all parties, by an order of a court of competent jurisdiction, or as otherwise authorized by law.

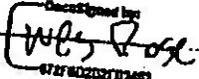
In furtherance of RSA 331-A, in the event of any dispute relative to the DEPOSIT held in escrow, the ESCROW AGENT may, in its sole discretion, pay said DEPOSIT into the clerk of court of proper jurisdiction in an action of interpleader, providing each party with notice thereof at the address recited 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 costs, including reasonable attorneys fees, of bringing such interpleader action from the DEPOSIT held in escrow prior to the forwarding of same to the clerk of such court.

23. 1031 EXCHANGE: The parties hereto acknowledge that either party may qualify the sale of the PROPERTY as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code (the "1031 Exchange"). Each party agrees that the other party may assign its rights under this AGREEMENT to a Qualified Intermediary (as defined in Treas. Reg. § 1.1031(k)-1(g)(4)(iii)) (the "QI") as necessary to facilitate the 1031 Exchange. The parties further agree to cooperate with one another and their respective QIs in order to enable each party to complete their 1031 Exchange, provided that each party is responsible for its own expenses and/or liabilities, if any, and provided the 1031 Exchange does not delay the CLOSING.

This is a legal instrument. Legal, tax or other counsel should be consulted before signing.

BUYER: Wesley Rose

7/3/2024

By: 

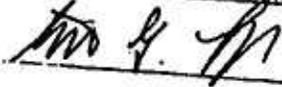
Date Wesley Rose

Its: Hereunto Duty Authorized

Address: 100 Chaso Farm Rd
Street Address, City, State, Zip

SELLER: State of New Hampshire Department of Transportation

7/15/24

By: 

Date

Its: Hereunto Duty Authorized

Address: 7 Hazon Drive
Street Address, City, State, Zip

New Hampshire Department of Transportation Exclusive Listing Agreement

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

1. The undersigned seller (including the owner, heirs, personal representatives, administrators, and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned NAI Norwood Group, Inc. ("FIRM"), on this date, 5/28/2024, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located on U.S. Route 4 (Dover Road) in the Town of Chichester owned by SELLER consisting of 3.6 +/- acres, and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book 1865 Page 668, Book 1848 Page 982, Book 1848 Page 983, and Book 1864 Page 1795 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY for \$229,450 on the terms herein stated, or at any other price and terms to which the 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 said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 6% of the contract price or the lease amount of \$13,767.

2. THIS AGREEMENT SHALL BE IN EFFECT from May 28, 2024, through May 28, 2025. 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, the 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 the 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. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above-named FIRM as a fee for professional services, or

N/A

3. DUTIES OF FIRM. The 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 or exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without 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 X 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

5/30/24
Date

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

6. SCOPE OF SERVICES. The SELLER acknowledges that the 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 provider. The 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 the SELLER, that the FIRM may provide names of service providers or products as one of several choices available to the SELLER. The 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 the FIRM'S offer of sub-agency. The FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____. Under the requirements of NH RSA 331-A:25b(1)(b)(4), the SELLER is hereby notified that the SELLER may be liable for the acts of the FIRM and any sub-agents who are acting on behalf of the SELLER when the 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 2.5% commission of 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. The FIRM'S policy is to compensate facilitators a 2.5% 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 comparable.
<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 the SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Seller's Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than the 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.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS members' public websites.

9. ADDITIONAL PROVISIONS:

1. Sale is subject to Governor and Executive Council approval.
2. In addition to the purchase price, the buyer will be subject to an administrative fee of \$1,100.
3. The buyer is responsible for obtaining all local and state approvals precedent to closing.
4. One mutual access point will be granted for the four parcels.
5. 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. All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 and encompass all elements outlined in the NHDOT Right-of-Way Layout Plan checklist. All deflection points, PTs, and PCs shall be monumented and shown on the preliminary plan to be submitted to the Department for review and approval. Following approval from the Department, the surveyor is obligated to record the plan in the Merrimack County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.

THIS PROPERTY IS OFFERED UNDER FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

 5/30/24
 Seller Date

7 Hazen Drive Address

Concord NH 03302
 City State Zip Code

Approved by the Long Range Capital
Planning and Utilization Committee
December 15, 2023

LRCP 23-041

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Stephen G. LaBonte
Administrator



DATE: November 28, 2023

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

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

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

REQUESTED ACTION

Under RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of four contiguous parcels of vacant state-owned land, located on U.S. Route 4 (Dover Road) in the Town of Chichester. The Department will enter into a listing agreement for a term of one year with NAI Norwood Group. The listing price will be \$229,450, with the Department assessing an administrative fee of \$1,100. Under 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 is processing the disposal of four contiguous parcels of state-owned land. The Department received previous Long-Range approval to market the property for \$120,000 on September 18, 2009 (LRCP 09-040), however, due to the length of time since the first request and the increase in the appraised value, the disposal process was restarted. The parcels were acquired for the Chichester NHI-FG-F-012-2 (17) Route 4 Widening Project through this area. The four parcels combined consist of 3.6 +/- acres and are the remainder of four larger parcels acquired for the project. The breakdown of the parcels is as follows:

- Parcel 26: 0.40 +/- of an acre of unimproved land acquired by Condemnation in 1991 from Gladys and Ernest Gagnon for \$64,000.
- Parcel 28: 1.09 +/- acres of unimproved land acquired by Warranty deed in 1990 from Calvin and Laurie Couch for \$64,000.
- Parcel 30: 1.32 +/- acres of unimproved land acquired by warranty deed in 1990 from Carl E. Dow for \$62,000.
- Parcel 32: 0.69 +/- acre of unimproved land acquired by Warranty deed in 1991 from Harry Rodd for \$8,000.

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

- The buyer will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Parameter Boundary Line plan depicting the limits of the right-of-way and all easements of record, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department

for review and approval. Upon the Department's approval, the buyer must record the plan under RSA 478:1-a, in the Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed. Upon request, the buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).

- The buyer shall be responsible for obtaining all local and state approvals, including but not limited to subdivision approval.
- One mutual access point will be granted for the four parcels onto U.S. Route 4.

Following New Hampshire Administrative Rules, chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and Chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 3 (Belknap, Hillsborough, and Merrimack Counties) were sent a request to submit a market analysis for the subject property. The approved realtor will receive a real estate commission based on the breakdown listed below.

- 4% from \$1,000,001.00 to \$2,000,000.00
- 5% from \$500,001.00 to \$1,000,000.00
- 6% up to \$500,000.00

Based on this request, the Department received responses from the following four Firms.

NAI Norwood Group 116 South River Road Bedford, NH 03110	\$229,450- \$264,750
Locke Associates, Inc. P.O. Box 55 Gilmanton Iron Works, NH 03837	\$190,000- \$210,000
KW Coastal and Lakes & Mountains 750 LaFayette Rd, Suite 201 Portsmouth, NH 03801	\$300,000 Lot 53 \$40,000 Lot 58 \$105,000 Lot 60 \$90,000 Lot 61 \$75,000
Carey and Giampa Realtors 655 Wallis Road Rye, NH 03870	\$526,240 - \$574,080
H.G. Johnson 17 Elm Street, Suite B202 Keene, NH 03431	\$529,000
State Appraisal	\$143,000

The Pre-Qualification Committee reviewed the above information and felt that a value of \$229,000 was an appropriate value for this property and selected NAI Norwood Group to market the property, on behalf of the Department.

Under RSA 4:39-c, the Department will solicit interest from the Town of Chichester.

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

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

SGL/AMO/
Attachments



LRCP 09-040

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

JACK W. DIANIS, CPA
Deputy Legislative Budget Assistant
(603) 271-3161

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

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

September 18, 2009

William J. Oldenburg, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Oldenburg,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on September 15, 2009, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Gold Eagle Realty, LLC, for a term of one (1) year at a 6% commission, to sell a 3.6 acre parcel of State owned land located on the southerly side of US Route 4 in the Town of Chichester for \$120,000, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated August 19, 2009.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: William J Oldenburg, P.E.
Administrator

DATE: August 18, 2009

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

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

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

The Department of Transportation wishes to sell a 3.6 Ac parcel of State owned land located on the southerly side of US Route 4 in the Town of Chichester.

This parcel consists of the remainders of four (4) larger parcels acquired in conjunction with the reconstruction of US Route 4 through this area.

As a condition of this sale, the state will allow only one point of access in total to this larger parcel. The State will also reserve slopes and drainage easements as shown on highway plan.

The disposal of this parcel has been reviewed by the Department and it has been determined that it is surplus to our operational needs and interest.

In accordance with 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 3 (Belknap, Hillsborough and Rockingham Counties) were sent a request to submit a market analysis for the subject property. Based on this request, the Department received response from two (2) firms. Data from each market analysis is listed below as follows:

<u>FIRM</u>	<u>VALUE</u>
Gold Eagle Realty I.L.C 62 Black Brook Road Meredith NH 03253	\$199,000.00
Exit 1 st Realty 6 Dixon Avenue, Suite 201 Concord NH 03301	\$369,000.00 – \$399,000.00
State Appraisal	\$75,000.00

In accordance with Tra 1003.03 the Pre-qualification Committee reviewed the above information and felt that a value of \$120,000 was an appropriate value for this property. In reviewing the submitted market analysis, it was felt that Gold Eagle Realty LLC used the most comparable sales for their analysis. The Department contacted Gold Eagle Realty LLC inquiring if they wished to market this parcel for the Department at the value of \$120,000.00, to which they agreed.

The Department is also requesting authorization to negotiate with prospective buyers for the subject properties within a 10% range of the listing price approved by the Long Range Capital Planning and Utilization Committee. If the Committee approves this condition, the Department will be authorized to enter into Purchase and Sales agreements that are subject to Governor and Executive Council approval within 10% of the listing price. We feel this type of latitude is necessary to provide quick response to prospective buyers and efficiently market these properties.

As part of the listing agreements with the selected realtor, it will be specified that the Department be required to offer each property to the following entities as part of the real estate sale process:

1. NH Housing Finance Authority
2. Town of Chichester

It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to enter into a listing agreement with Gold Eagle Realty LLC at the value stated above for a term of one (1) year and if a willing buyer is found to sell this parcel as stated above, subject to Governor and Executive Council approval.

WPJ/dd
Attachments

Parcel Mosaic Viewer





Aerial Photo & Tax Map
Parcels 26, 28, 30, 32, 3.53 Acres, Routes 9, 202 & 4
Chichester, NH

(Robinson's) adjacent to a conversion



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

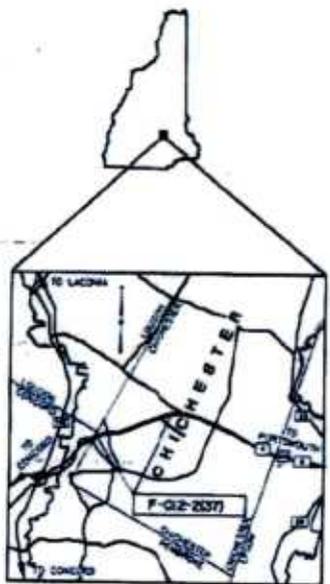
PLANS OF PROPOSED
FEDERAL AID PRIMARY PROJECT

F-012-237

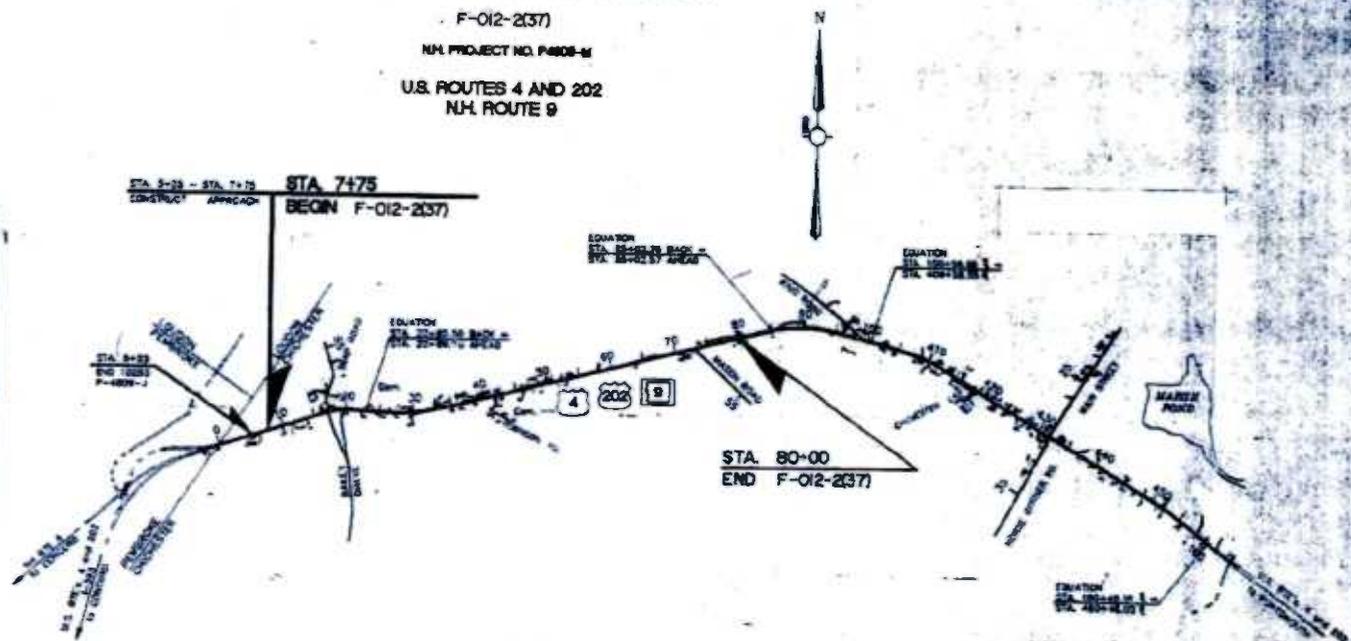
N.H. PROJECT NO. P4808-01

U.S. ROUTES 4 AND 202
N.H. ROUTE 9

DESIGN DATA	
AVERAGE DAILY TRAFFIC	1000
AVERAGE DAILY TRAFFIC PERCENT OF TRUCKS	10%
DESIGN SPEED	55 MPH
LENGTH OF PROJECT	1.0 MILE



LOCATION MAP



As BUILT Plans
LAYOUT
SCALE 1" = 800 FT.

TOWN OF CHICHESTER
COUNTY OF MERRIMACK

NHDOT THE STATE OF NEW HAMPSHIRE
Department of Transportation

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PLANS PREPARED BY

Kimball Chase
7 EAGLE SQUARE
CONCORD, NEW HAMPSHIRE

BY *David C. Kish*

DRAWN BY: G. BERRY
 CHECKED BY: G. BERRY
 DATE: 11/10/00

NAI Norwood Group 05.29.2024
Firm Date

Digitized by:
Chris Norwood
Name COMMERCIAL President Title

116 South River Road
Address

Bedford NH 03110
City State Zip Code