

MAC



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

19

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
December 18, 2024

REQUESTED ACTION

Pursuant to RSA 4:39-c, authorize the New Hampshire Department of Transportation (Department) to sell 32.23 +/- acres of State-owned land located northeast of Eaton Road (NH Route 153) and Stark Road, essentially lying between the two roads, in the Town of Conway. The sale will be directly to James and Jean Drummond for \$175,000, and assessing a \$1,100 administrative fee, effective upon Governor and Executive Council Approval. The sale total will be \$176,100.

The Department's Bureau of Finance and Contracts has determined that the parcel was originally purchased with 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>
Federal Highway Payback	\$175,000
(100% of \$175,000)	

EXPLANATION

The Department received a request from the Grantees to acquire the 32.23 +/- acres of land. The parcels were acquired for the Conway Bypass Project, which was never completed. The parcels identified below are the parcels that are part of the request from the Grantees.

- **Parcel 77** - acquired in 2006 from Charles Macomber and Nathan Macomber, Book 2538, Page 833. The State acquired 1.08 +/- acres of vacant land for \$5,200.00. Parcel 77 is a part of the current Conway Tax Map 279, Lot 1 & Tax Map 275, Lot 34.3 (previously Tax Map 279, Lot 1)

- **Parcels 79 & Parcel 80** - acquired in 2005 from The Kennett Company, Book 2496, Page 79. The State acquired 23.14 +/- acres of vacant land for \$127,200.00. Parcel 79 is a part of the current Conway Tax Map 275, Lot 34.3 (previously Tax Map 280, Lot 61). Parcel 80 is a part of the current Conway Tax Map 280, Lot 62 (previously Tax Map 280, Lot 62).
- **Parcel 83** – Parcel 83 was acquired in 2006 from Jean Drummond, Book 2553, Page 877. The State acquired 5.91 +/- acres of vacant land for \$92,000.00. Parcel 83 is a part of the current Conway Tax Map 275, Lot 34.3 (previously Tax Map 275, Lot 34).
- **Parcel 84** - acquired in 2006 from John & Judith Maxfield, Book 2532, Page 373. The State acquired 0.10 +/- acre of vacant land for \$30,000.00. Parcel 84 is a part of the current Conway Tax Map 275, Lot 34.3 (previously Tax Map 275, Lot 36).
- **Parcel 85** - acquired in 1997 from Jean Drummond, Book 1707, Page 247. The State acquired 2.0 +/- acres for \$70,000.00. Parcel 85 is a part of the current Conway Tax Map 275, Lot 34.3 (previously Tax Map 275, Lot 35).

After a department review, it was determined that the parcels are surplus to the department's operational needs and are available for disposal. These parcels will be conveyed 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. 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. The Preliminary plans, submitted for review and approval by the NHDOT Bureau of Right-of-Way, must include all missing and proposed boundary lines, as well as Right-of-way deflection points, PTs, and PCs, appropriately monumented. Following approval from the Department, the surveyor is obligated to record the plan in the Carroll 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 parcels to be conveyed.
- The Buyer is responsible for obtaining any and all State and local approvals.
- The property shall be conveyed subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR).

At the October 2, 2024, meeting of the Long Range Capital Planning and Utilization Committee, the request (LRCP 24-035) was approved, allowing the Department to sell the 32.23 +/- acres of State-owned land directly to James and Jean Drummond for the market value of \$175,000 and to assess a \$1,100 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Conway and the Town of Conway is not interested in the parcels.

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

The Department respectfully requests authorization to dispose of the subject parcels, as noted above.

Respectfully,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a large initial "W".

William J. Cass, P.E.
Commissioner

WJC/EEA
Attachments

PURCHASE AND SALES AGREEMENT

This PURCHASE AND SALES AGREEMENT ("Agreement") is made as of the ^{15th} day of NOVEMBER, 2024, by and between the State of New Hampshire, Department of Transportation, (hereinafter the "Department") having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 and James W. and Jean S. Drummond or their designee at closing, having an address of 564 Stark Road, Center Conway, New Hampshire 03813 (hereinafter the "Buyers"). The Department and the Buyers are collectively referred to as the ("Parties") and individually as a ("Party").

RECITALS

This Agreement relates to the sale of real estate consisting of 32.23 +/- of acres of vacant land located on the northeasterly side of Eaton Road (NH Route 153) and the southwesterly side of Stark Road in the Town of Conway, County of Carroll, State of New Hampshire (the "Property"). More particularly being a portion of the Properties acquired for the Conway Bypass Project (11339B) shown as the parcels described below:

- **Parcel 77** - acquired in 2006 from Charles Macomber and Nathan Macomber, Book 2538, Page 833. The State acquired 1.08 +/- acres of vacant land.
- **Parcels 79 & Parcel 80** - acquired in 2005 from The Kennett Company, Book 2496, Page 79. The State acquired 23.14 +/- acres of vacant land.
- **Parcel 83** - Parcel 83 was acquired in 2006 from Jean Drummond, Book 2553, Page 877. The State acquired 5.91 +/- acres of vacant land.
- **Parcel 84** - acquired in 2006 from John & Judith Maxfield, Book 2532, Page 373. The State acquired 0.10 +/- acre of vacant land.
- **Parcel 85** - acquired in 1997 from Jean Drummond, Book 1707, Page 247. The State acquired 2.0 +/- acres.

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

- I. The Department owns certain real estate located on the northeasterly side of Eaton Road (NH Route 153) and the southwesterly side of Stark Road in the Town of Conway, New Hampshire, consisting of 32.23 +/- of acres of vacant land as described above.
- II. The Department is divesting the Property, as it has been deemed surplus to the Department's operational needs.
- III. The Buyers are afforded the ability to acquire the Property in accordance with New Hampshire State Law RSA 4:39-c.
- IV. The Buyers, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department.

- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council.
- VI. All Parties to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

I. DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:

- 1.1. **General:** Pending the results of the Buyers' due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyers, and the Buyers intend to acquire from the Department, the Property, consisting of 32.23 +/- acres, as shown on **EXHIBIT 1: Conway Bypass Project 11339B, HP-STP-NHS-DPI-MGS-TX-0153(001) – Sheet #s 151, 152, 153, 154, 155, 156 & 157** and **EXHIBIT 2: Town of Conway Tax Map 275, 279, & 280.**
- 1.2. **Purchase Price:** The Buyers shall acquire the Property for the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000)** due at closing. The Department will also assess a \$1,100 administrative fee. A sum of **FIVE HUNDRED DOLLARS (\$500)** has been received and the remaining **SIX HUNDRED DOLLARS (\$600)** will be due at closing. The balance at closing will be a sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$175,600)**.
- 1.3. **Payment of Purchase Price:** The purchase price shall be paid in full by the Buyers, by certified check or bank check, made out to "Treasurer, State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyers.
- 1.4. **Conditions of sale:** The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS," with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee on October 2, 2024, item 24-035. Pending the Governor and Executive Council approval, the following sale conditions must be satisfied prior to closing:
- 1.4.1 The Buyers 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 (listed as **EXHIBIT 3**) and encompass all elements outlined in the NHDOT Right-of-Way Layout Plan checklist (listed as **EXHIBIT 4**). The Preliminary plans, submitted for review and approval by the NHDOT Bureau of Right-of-Way, must include all missing and proposed boundary lines, as well as Right-of-way deflection points, PTs, and PCs, appropriately monumented. Following approval from the Department, the surveyor is obligated to record the plan in the Carroll

County Registry of Deeds. Upon request, the Buyers shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.

- 1.4.2 The Buyers shall be responsible for obtaining all local and State land use approvals precedent to the closing.
- 1.4.3 The Property shall be conveyed-subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR).

- 1.5. ***Access to Property:*** The Department hereby grants authorization to the Buyers, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval by the Department, and such approval will not be unreasonably withheld.

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

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

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

- 1.6. **Closing:** The Parties agree that the Closing shall occur within **one hundred eighty (180) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.
 - 1.7. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds at its expense.
 - 1.8. **Transfer Taxes and Recording Fees:** Pursuant to the New Hampshire State Law RSA 78-B:2, the Department is exempt from the Real Estate Transfer Tax.
 - 1.9. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
 - 1.10. **Casualty and Condemnation:** In the event that the Property, before closing, is damaged by fire, flood, collapse, or other casualties, the Department, or the Buyers, at any time after the occurrence of such damage or casualty, may elect to terminate this Agreement by written notice, in which event all other obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect. In the event of a casualty, the Department and the Buyers agree to hold each other harmless from any claim for any costs, damages, liabilities, or financial losses it may incur.
2. **Buyers' Contingencies:** The Buyers' obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyers any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyers shall have no further obligation to the Department.
- 2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyers may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyers or Department and all deposits shall be refunded to the Buyers, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within said time frame, then any objections to the title are waived.
3. **Representations and Warranties of the Buyers.** The Buyers hereby represents and warrants that:
- 3.1 The execution and delivery of this Agreement and the performance of the Buyers' obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyers.

enforceable against the Buyers by its terms subject only to the conditions set out in this Agreement.

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

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

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

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

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

4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any

constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.

- 4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.
- 4.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

5 **GENERAL PROVISIONS**

- 5.1 **Cooperation:** The Buyers and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyers, or their representatives, agents, and consultants.
- 5.2 **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, that requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 5.3 **Binding Effect; Successors and Assignors.** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.

- 5.4 **Headings.** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 5.5 **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.
- 5.6 **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 5.7 **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.8 **Consent to Jurisdiction and Venue.** The Department and the Buyers submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 5.9 **Independent Parties.** The Department and the Buyers are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.
- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyers may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyers or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions, Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyers.
- 5.17 **Warranties and Representations:** The Department and the Buyers each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 5.18 **Severability Clause:** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

LIST OF EXHIBITS

EXHIBIT 1: Conway Bypass Project 11339B, HP-STP-NHS-DPI-MGS-TX-0153(001) – Sheet #s 151, 152, 153, 154, 155, 156, & 157.

EXHIBIT 2: Town of Conway Tax Map 275, 279, & 280.

EXHIBIT 3: New Hampshire Code of Administrative Rules 503.09

EXHIBIT 4: Right-of-Way Layout Plan Checklist.

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BUYERS:

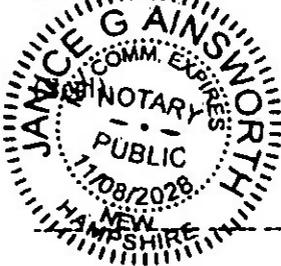
By: James W Drummond Date: November 15, 2024

Printed: James W. Drummond
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CARROL

Signed or attested before me on the 15th day of (November), 2024.

Janice G. Ainsworth
Justice of the Peace/Notary Public



My Commission Expires: _____

Janice G Ainsworth
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/8/2028

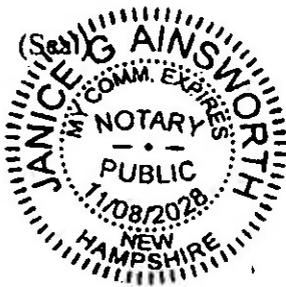
By: Jean S. Drummond Date: November 15, 2024

Printed: Jean S. Drummond
Duly Authorized

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COUNTY OF CARROL

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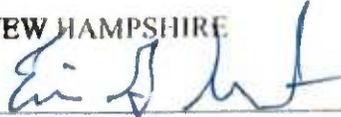


My Commission Expires: _____

Janice G Ainsworth
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/8/2028

SELLER:

STATE OF NEW HAMPSHIRE

By:  Date: 11-18-2024

Printed: Eric G. Sargent
Administrator, Bureau of Right-of-Way
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on the 18th day of November, 2024.


Justice of the Peace / ~~Notary Public~~

EMILY E. ALLEN
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires March 18, 2029

(Seal)

My Commission Expires: 3/18/29

Approved by the Long Range Capital Planning and Utilization Committee
October 2, 2024

LSCP 24-035

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Stephen G. LaBonte 
Administrator

DATE: September 18, 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), pursuant to RSA 4:39-c, requests authorization to sell 32.23 +/- acres of State-owned land located northeast of Eaton Road (NH Route 153) and Stark Road, essentially lying between the two roads, in the Town of Conway. The sale will be directly to James and Jean Drummond for \$175,000, and an additional administrative fee of \$1,100. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Department received a request from James and Jean Drummond to acquire six (6) contiguous parcels of State-owned land, consisting of 32.23 +/- acres. The area of land, encompassed by the parcels, divides land now owned by the Drummonds, located to the Northwest; and land also owned by the Drummonds located to the Southeast. Two (2) of the six (6) parcels were acquired by the State of New Hampshire from the Drummond family. The Drummonds acknowledge and support the Department of Natural and Cultural Resources (DNCR) trail easement for snowmobile use that has been proposed on these parcels. Their proposed use for the parcels is to create recreational paths for public use.

The Department acquired the six parcels for the construction of the Conway Bypass Project (11339B). The breakdown of the parcels is as follows:

- **Parcel 77** - acquired in 2006 from Charles Macomber and Nathan Macomber, Book 2538, Page 833. The State acquired 1.08 +/- acres of vacant land for \$5,200.00. Parcel 77 is a part of the current Conway Tax Map 279, Lot 1 & Tax Map 275, Lot 34.3 (previously Tax Map 279, Lot 1)
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After a departmental review, it was determined that the parcels are surplus to the Department's operational needs and are available for disposal. These parcels will be conveyed with the following conditions:

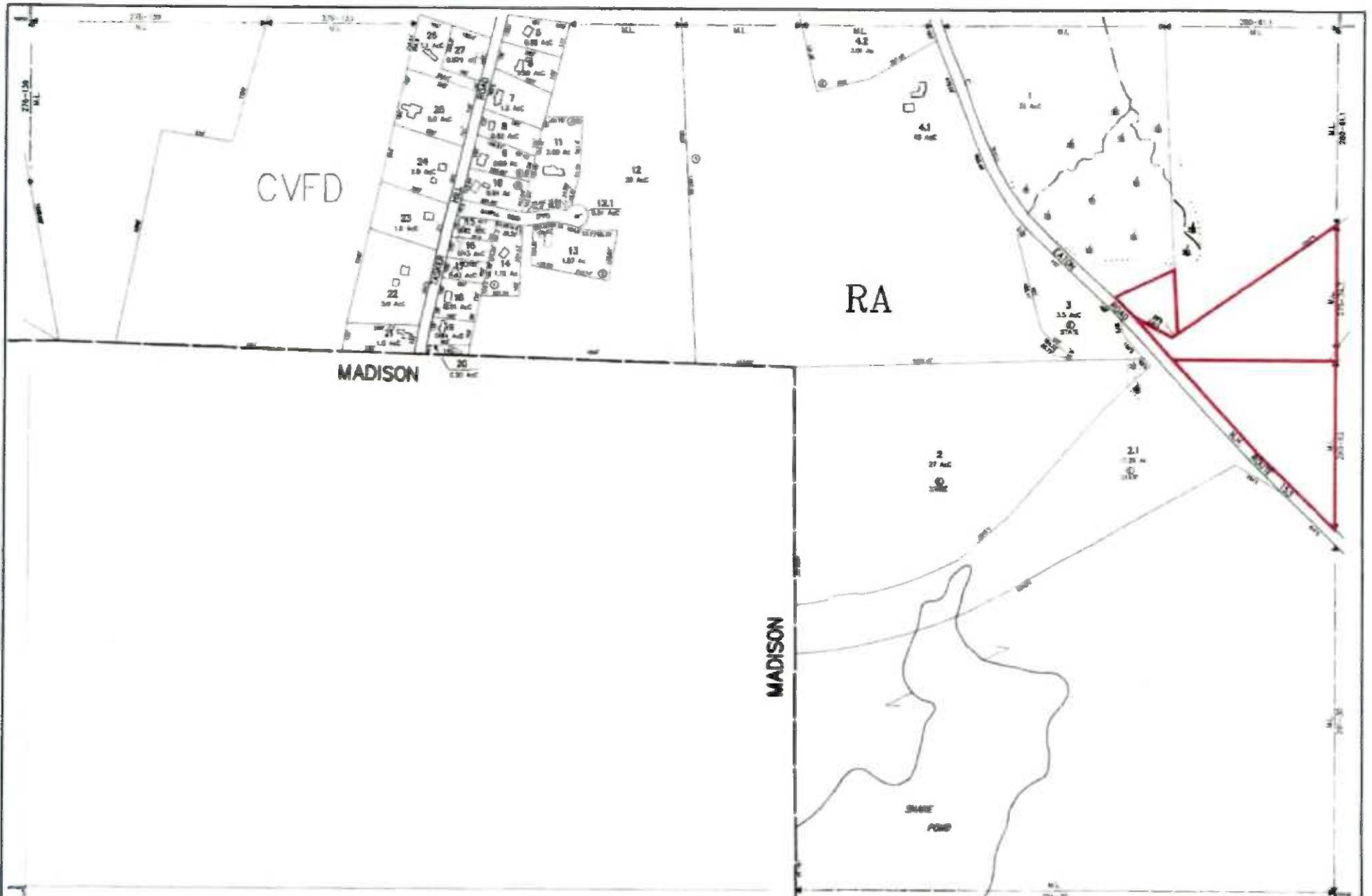
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- The Buyer is responsible for obtaining any and all State and local approvals.
- The property shall be conveyed subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR).

A Staff Appraiser, from the Department, evaluated the property and concluded that it does have an independent highest and best use. A market value appraisal was then prepared using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's market value as of April 30, 2024, was concluded to be \$175,000.

The Department will solicit 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.

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

SGL/EEA
Attachments



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.
 PHOTOGRAPHY DATE: APRIL 26, 1999
 COMPLETION DATE: DECEMBER 24, 1999

PRODUCED BY
CAI Technologies
FOR THE TOWN OF CONWAY, NEW HAMPSHIRE

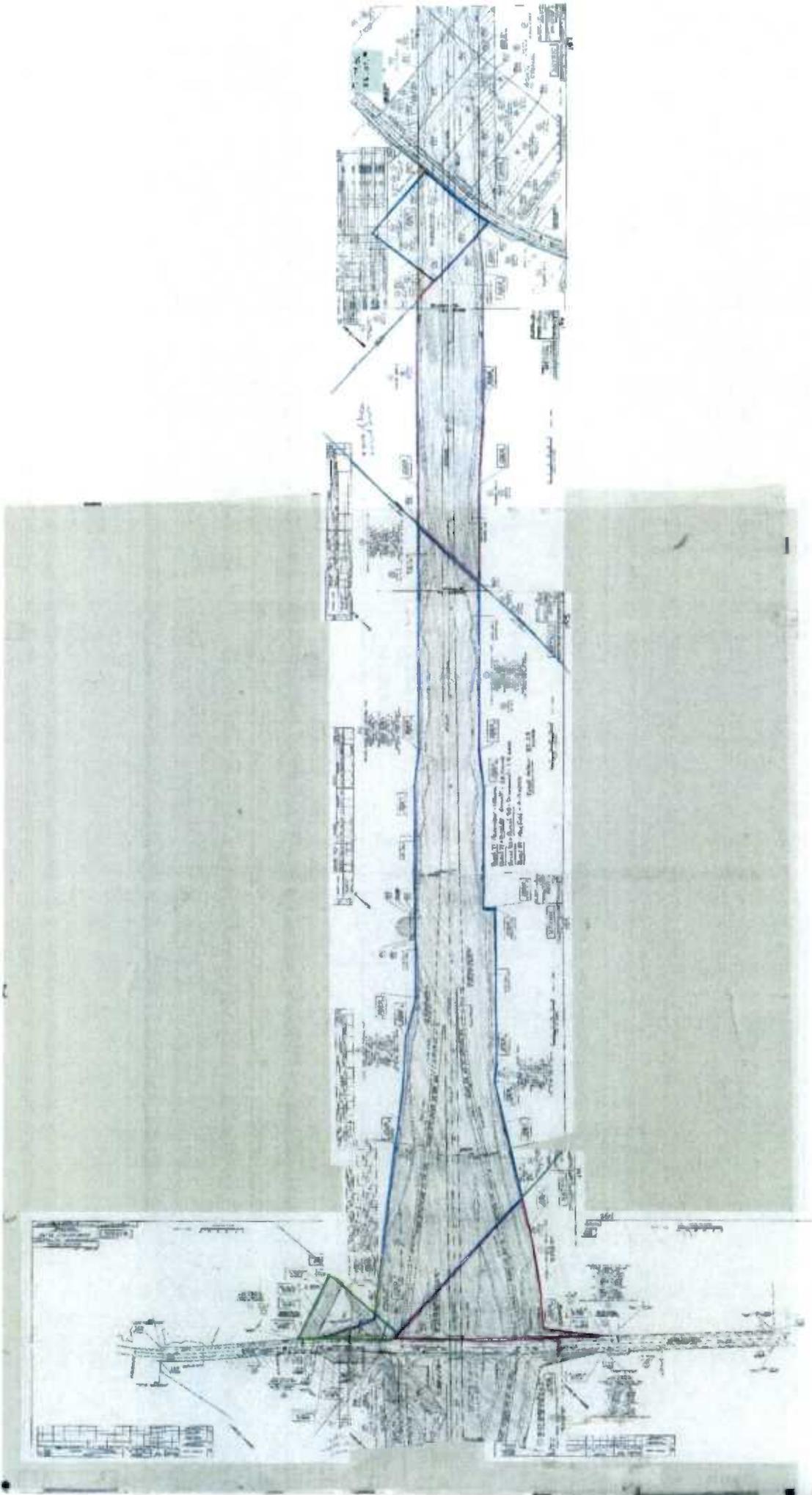
LEGEND

400' BUFFER	AC	DEPT. PROJECT
400' BUFFER	APC	NUMBER OF NO.
400' BUFFER	APC	DATE

SCALE 1" = 200'
 REVISED TO: APRIL 1, 2023

PROPERTY MAPS
CONWAY
 NEW HAMPSHIRE

MAP NO
279





TOWN OF CONWAY

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

(603) 447-3811
WWW.CONWAYNH.ORG

November 7, 20224

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

NOV 19 2024

RECEIVED

Adam Smith
Bureau Right of Way
JO Morton Building – Room 100
7 Hazen Drive
P.O. Box 83
Concord, NH 03302-0483

Re: Sale of State Owned Land in Conway, Conway Bypass, Land between NH Route 153 and Stark Rd

Mr. Smith,

At the October 29, 2024 meeting of the Conway Board of Selectmen, they discussed the potential of purchasing the following parcels identified in your letter dated October 14, 2024

- Parcel 77
- Parcels 79 & 80
- Parcel 83
- Parcel 84
- Parcel 85

The Board of Selectmen voted unanimously against the purchase of the parcels.

Respectfully,

A handwritten signature in black ink, appearing to read "Krista Day", with a long horizontal flourish extending to the right.

Krista Day
Executive Assistant
Town of Conway

Cc: Shannon Donnelly, Chief of Property Management