



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
August 18, 2021

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31 authorize the Department of Transportation (Department) to sell 3.8 ± acres of State-owned land to Strategic Real Estate Management, LLC, (Grantee). The property is located at 45 Westville Road in the Town of Plaistow. The sale price for the property is \$525,000.00, plus an \$1,100.00 administrative fee.

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

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2022</u> \$1,100.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of 525,000.00)	<u>FY 2022</u> \$420,000.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$525,000.00)	<u>FY 2022</u> \$105,000.00

EXPLANATION

The subject parcel is the combination of two larger parcels of State right-of-way, and was purchased in 1996 for the Westville Road Park and Ride project. The lot was constructed as a possible commuter rail stop. The proposed commuter rail line has not developed nor has the lot attracted a commuter bus service, the lot has failed to generate the anticipated Park and Ride demand and sees only marginal intended use.

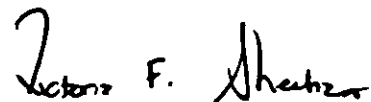
After a departmental review it was determined that the subject property is surplus to the Department's operational needs and available for disposal. This property will be conveyed with the following conditions:

1. The buyer will have a right-of-way adjustment survey prepared by a licensed land surveyor, describing the subject parcel. The plan will be used to create a deed by the Department to transfer the property.
2. The drainage easement houses a water treatment swale and will be transferred with the parcel. If the pavement remains intact, an EPA Small Municipal Separate Storm Sewer System (MS4) permit shall be obtained by the buyer. The easement is located on the easterly side of Westerville Road as shown on the enclosed plan.

On April 2, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-014) to sell the property for \$460,000.00, plus an \$1,100.00 administrative fee.

The Department is respectfully requesting authorization to sell the subject property as noted above.

Sincerely,



Victoria F. Sheehan
Commissioner, NHDOT

VFS/SGL/lmw
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 21-014

FROM: Stephen G. LaBonte
Administrator

DATE: February 1, 2021

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

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

Approved by the Long Range
Capital Planning and
Utilization Committee
04/02/2021

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

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell 3.8 +/- acres of State owned land located at 45 Westville Road in the Town of Plaistow. The Department will enter into a listing agreement with NAI Norwood Group (NAI) for a term of one (1) year to list the property at \$461,100.00, which includes a \$1,100.00 administrative fee.

EXPLANATION

The parcel, which is the combination of two (2) larger parcels of State right-of-way, was purchased in 1996 for the Westville Road Park and Ride project. The lot was constructed as a possible commuter rail stop; since the proposed commuter rail line has not developed, nor has the lot attracted a commuter bus service, the lot has failed to generate the anticipated Park and Ride demand and sees only marginal intended use.

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

- The buyer will have a right-of-way adjustment survey prepared by a licensed land surveyor, describing the subject parcel. The plan will be used to create a deed by the Department, to transfer the property.
- The drainage easement, which houses a water treatment swale, will be sold along with the parcel. If the pavement remains intact, an EPA Small Municipal Separate Storm Sewer System (MS4) permit shall be obtained by the buyer. The easement is located on the easterly side of Westerville Road as shown on the enclosed plan.

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

NAI Norwood Group 116 S. River Road Bedford, NH 03110	\$406,000.00
Shea Commercial Properties 88 Stiles Road Ste. 204 Salem, NH 03079	\$225,000.00
State Appraisal	\$460,000.00

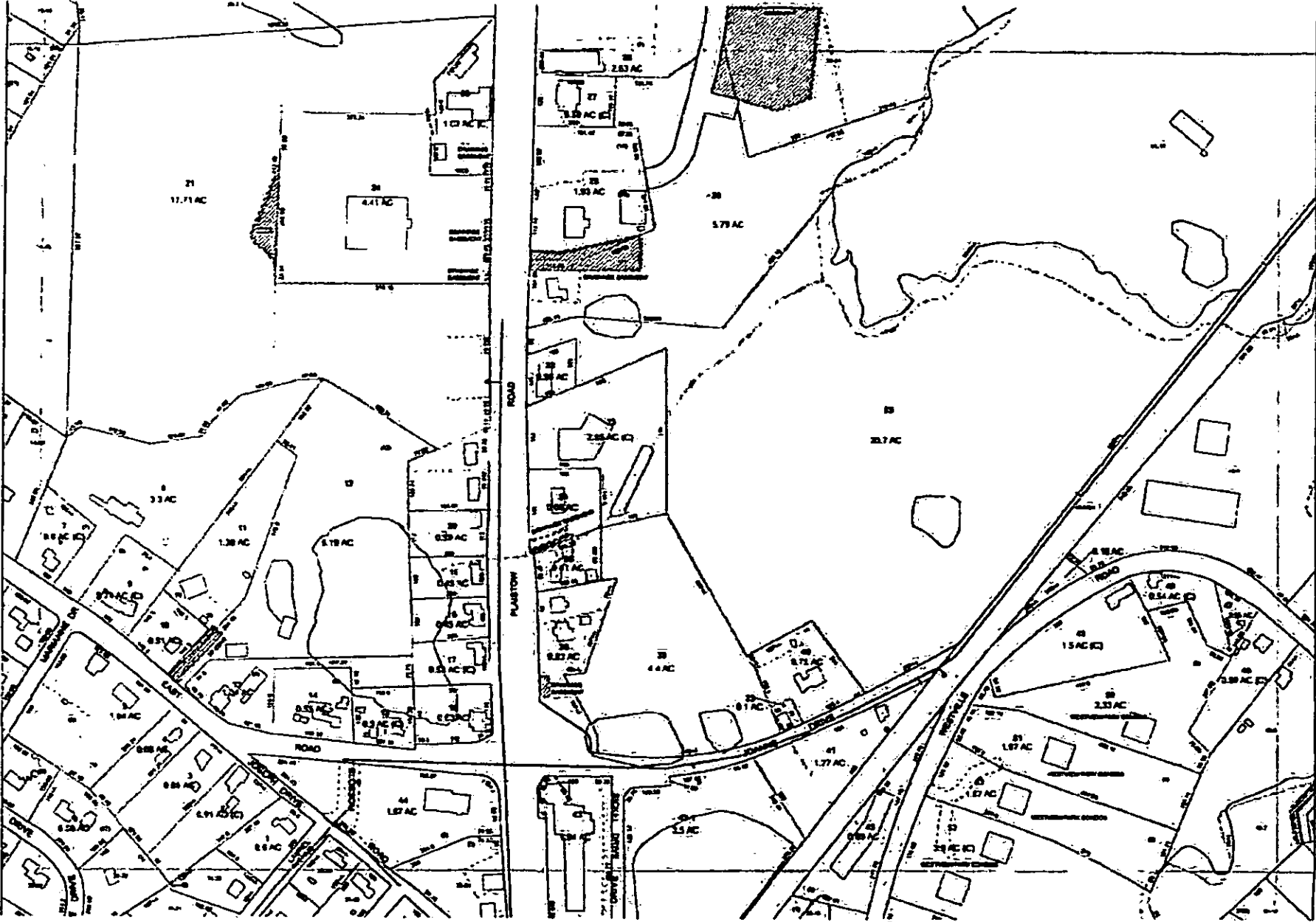
In accordance with Tra 1003.01 (Pre-Qualification Process), the Pre-Qualification Committee reviewed the submissions and felt that a value of four-hundred sixty thousand (\$460,000.00) dollars was an appropriate value for the subject property and selected NAI Norwood to market the property, on behalf of the Department.

An appraiser from the Department completed a market-value appraisal for the subject property. The appraiser used three (3) comparable property sales in Plaistow. Based upon the analysis and adjustments of those sales, an opinion of market value for the subject property was developed. As of October 6, 2020, the opinion of value is \$460,000.00.

Prior to the sale, the Department will offer the property to the Town of Plaistow pursuant to RSA 4:39-c, I, and the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2, 3.

The Department requests authorization to sell the subject parcel as outlined above.

SGL/LMW
Attachments:



Tax Map
27



PLAISTOW

NEW HAMPSHIRE

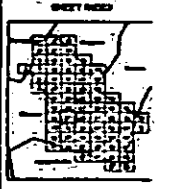
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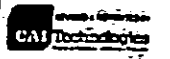
LEGEND

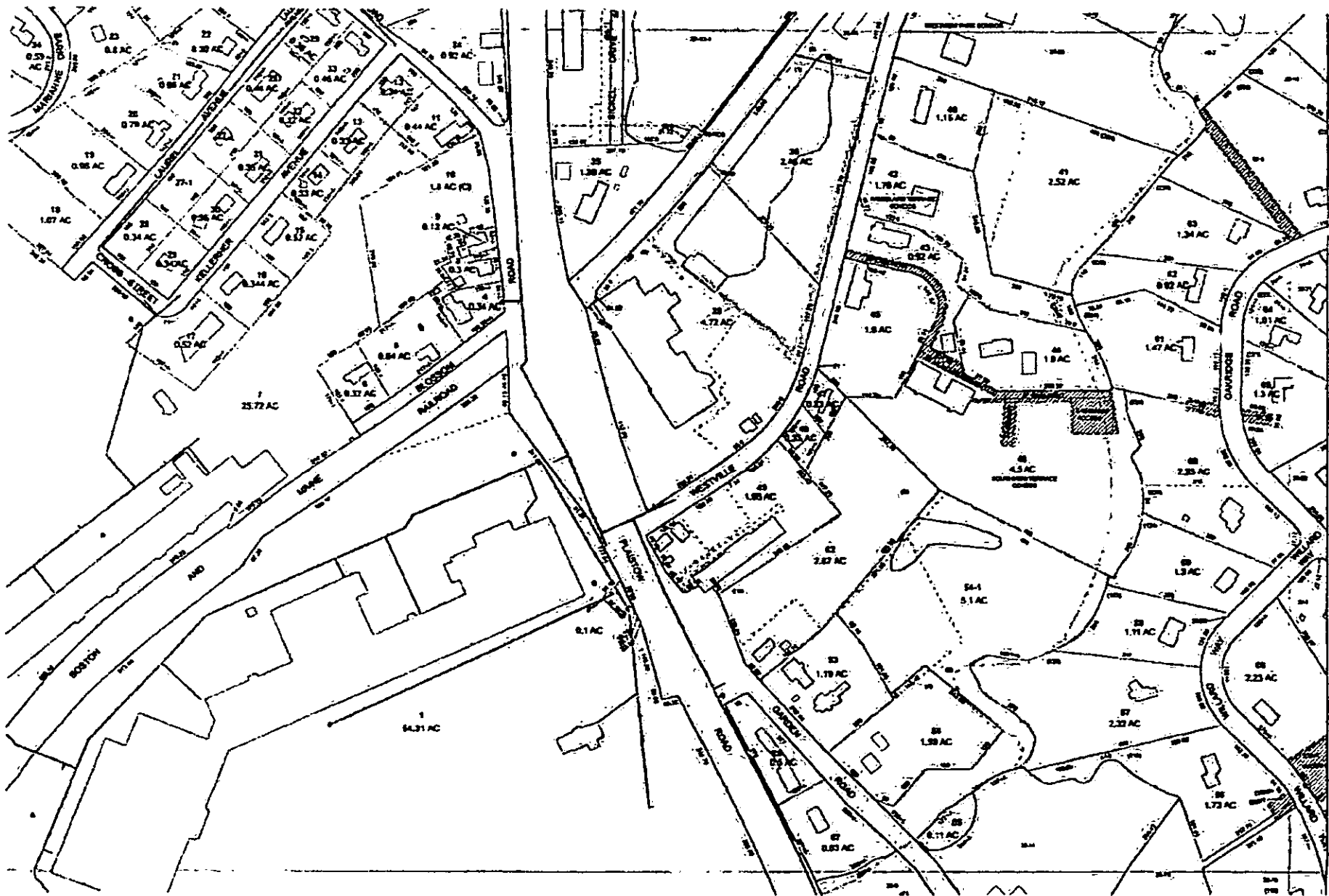
- ▭ 1:32:30
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- ▭ 1:27:30
- ▭ 1:25:00
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- ▭ 1:15:00
- ▭ 1:12:30
- ▭ 1:10:00

Scale bar showing 0 to 100 feet.



Scale bar showing 0 to 100 feet.





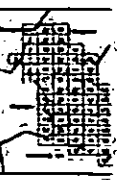
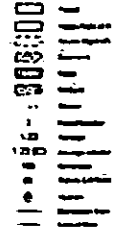
PLAISTOW

NEW HAMPSHIRE

N



LEGEND



SHEET INDEX



SCALE 1" = 100'

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

**RIGHT-OF-WAY
PLANS OF PROPOSED
FEDERAL AID PROJECT**

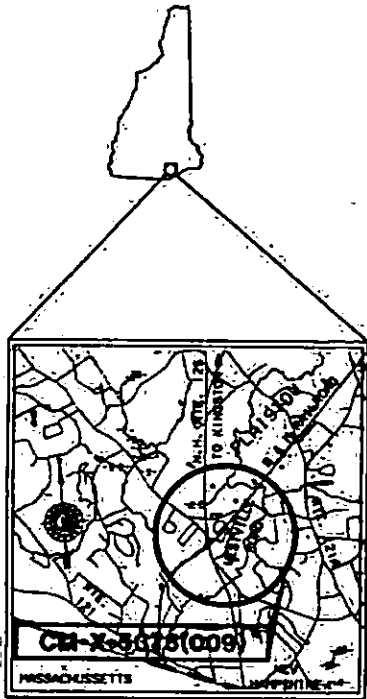
CM-X-5375(009)
N.H. PROJECT NO. 10044A
PARK AND RIDE

STA. 50+56

**BEGIN CM-X-5375(009)
(R.O.W. PROJECT)**

STA. 52+66

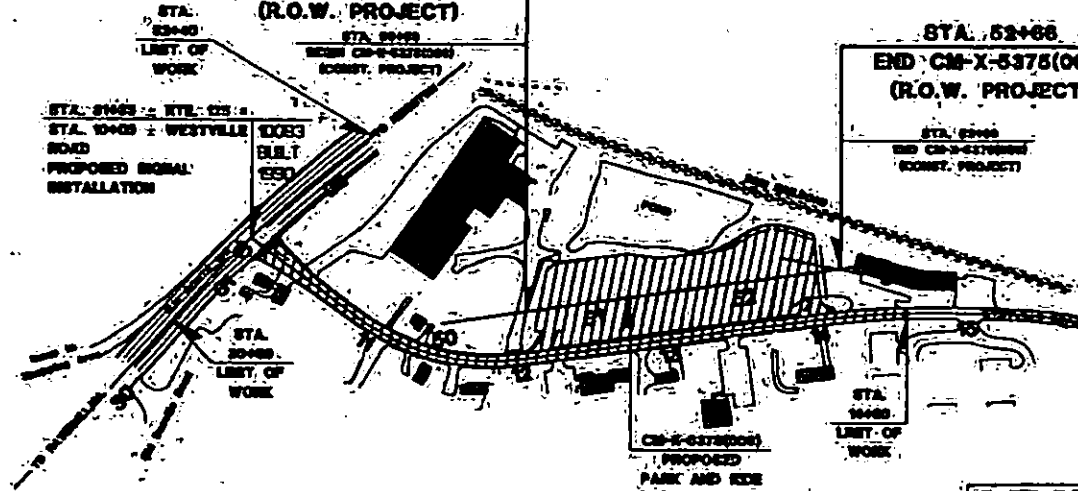
**END CM-X-5375(009)
(R.O.W. PROJECT)**



LOCATION MAP
NOT TO SCALE
FOR GRAPHIC PURPOSES ONLY

INDEX OF SHEETS

- 1 FRONT SHEET
- 2 SUMMARY SHEET
- 3-4 PLAN SHEETS



TOWN OF PLAISTOW
COUNTY OF ROCKINGHAM

METRIC

LAYOUT
SCALE 1:1500

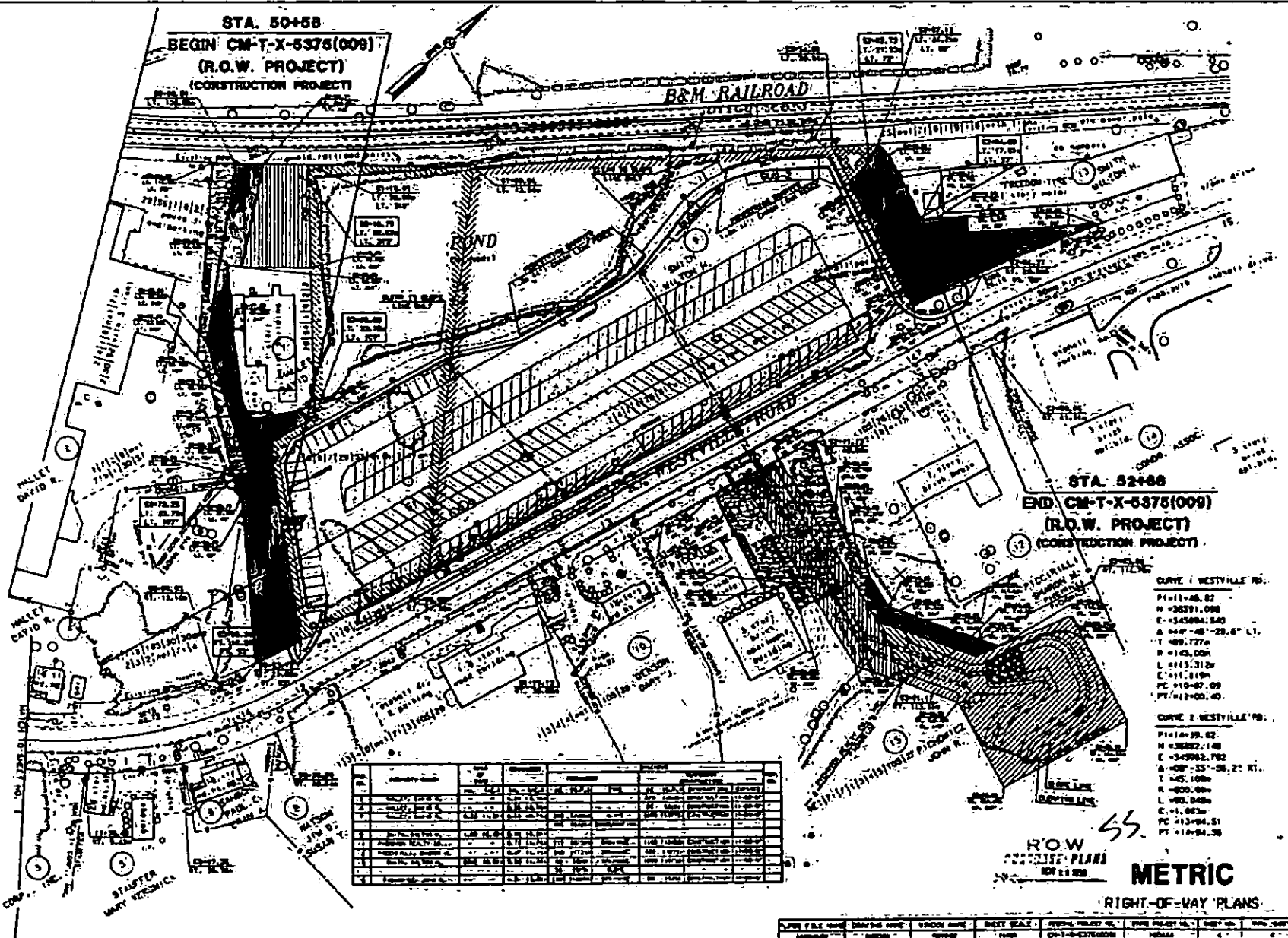


APPROVED BY ADMINISTRATOR
BUREAU OF RIGHT-OF-WAY

NH DOT		THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECORDED FOR OFFICIAL USE			
DATE OF RECORDING			
APPROVED BY ADMINISTRATOR BUREAU OF RIGHT-OF-WAY			
APPROVED BY FEDERAL HIGHWAY ADMINISTRATION			
APPROVED BY			
DATE			
PROJECT NO.	PLAN NO.	SHEET NO.	TOTAL SHEETS
CM-X-5375(009)	10044A	1	4

DESIGNED BY: G. STINE
 DRAWN BY: J. HARRIS
 CHECKED BY: M. BROWN
 DATE: 10/1/88

REVISIONS	DATE	BY	REASON



STA. 50+58
 BEGIN CM-T-X-5375(009)
 (R.O.W. PROJECT)
 (CONSTRUCTION PROJECT)

STA. 52+86
 END CM-T-X-5375(009)
 (R.O.W. PROJECT)
 (CONSTRUCTION PROJECT)

CURVE 1 WESTVILLE RD.
 PI=11+48.82
 H=30371.098
 E=345884.540
 S=447-48-28.6° LT.
 T=489.777
 R=105.028
 L=415.312
 E=115.119
 PC=11+07.09
 PT=11+00.40

CURVE 2 WESTVILLE RD.
 PI=14+39.82
 H=38822.148
 E=34982.782
 S=407-33-38.2° RT.
 T=545.108
 R=105.048
 C=1.023
 PC=13+94.51
 PT=14+84.58

Station	Left	Right	Total
50+00	10.00	10.00	20.00
50+25	10.00	10.00	20.00
50+50	10.00	10.00	20.00
50+75	10.00	10.00	20.00
51+00	10.00	10.00	20.00
51+25	10.00	10.00	20.00
51+50	10.00	10.00	20.00
51+75	10.00	10.00	20.00
52+00	10.00	10.00	20.00
52+25	10.00	10.00	20.00
52+50	10.00	10.00	20.00
52+75	10.00	10.00	20.00
53+00	10.00	10.00	20.00

R.O.W.
 CONSTRUCTION PLANS
 METRIC
 RIGHT-OF-WAY PLANS

DATE	DRAWN BY	VISION DATE	DIST. SCALE	STATIONING	FILE NO.	REV. NO.	APP. NO.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RIGHT-OF-WAY

SURPLUS PROPERTY APPRAISAL APPROVAL
AND REVIEW SUMMARY

Date: October 7, 2020
Town: Plaistow, NH
Description: Plaistow Park & Ride 3.8 Ac.
Owner: State of New Hampshire
Approved Value: .. \$460,000
Effective Date: September 15, 2020
Appraiser(s): Douglas Penney
Type of Value: Market Value
Report Date: October 6, 2020

Review

Reviewer: Harry C. Hadaway, Jr., NHCG#169
Client / Intended Users: Officials, agents, and employees of the New Hampshire
Department of Transportation plus members of the Long Range
Capital Planning and Utilization Committee.
Intended use: Establish formal approval of value estimate.
Purpose: Evaluate the subject report for reliability of value estimate in light of
prevailing requirements of NHDOT ROW, USPAP, and the Uniform
Appraisal Standards for Federal Land Acquisitions.
Scope: Beyond the content of the original report, additional information is not
necessary for the client and intended users to adequately understand
my opinions and conclusions. My review included:

- ◆ Field inspection of the subject
- ◆ Field inspection of comparables analyzed in report.
- ◆ Ensuring the report uses accepted appraisal principles and meets
requirements of the USPAP, NHDOT, and UASFLA.
- ◆ Ensuring the report contains enough information to support its
conclusions.

2. Any and all assumptions and limiting conditions for this review are stated in it.
3. My analyses, opinions, and conclusions are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. No one has provided significant professional assistance to me for this review.
5. I have no bias, present interest, or prospective interest in the appraisal's subject property, and no personal interest or bias with respect to the parties involved.
6. I have not provided any valuation services for the subject property within the past three years.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. My compensation is not contingent on an action or event resulting from this review or anything in it.
9. My review was prepared in conformity with the USPAP.
10. I personally inspected the appraisal's subject property.



Review Appraiser: Harry C. Hadaway, Jr., NHCG#

October 7, 2020.

Date

Surplus Property Appraisal Report

Location / Address: 45 Westville Road, Plaistow

Effective Date: September 15, 2020

Date of Report: October 6, 2020

Appraiser: Douglas Penney

Market Value: \$460,000

About This Appraisal

The Client for this appraisal is the New Hampshire Department of Transportation (NHDOT). Intended users of this appraisal report include the client's agents and officials, and members of the Long Range Capital Planning and Utilization Committee. The intended use of this appraisal is to support making informed decisions about potential real estate agencies' listing proposals. The purpose of the analysis is to develop a value estimate of the fee simple interest in the subject property. I have not prepared this appraisal report for any other use, nor do I intend any other users to be able to rely on it.

In this case, the subject property would have independent appeal in the marketplace, so I have appraised the subject's market value.

This appraisal has been based on a number of assumptions and conditions outlined at the end of this report. An extraordinary assumption has also been applied to the analysis and is an assignment specific assumption as of the effective date of this report regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. This report is subject to the extraordinary assumption that the subject is clean and free of contamination. If any contamination is found on the subject, this report becomes null and void.

The extraordinary assumption used may have affected the results of this appraisal.

About the Subject

The subject consists of portions of two larger parcels that were acquired in 1996 from the Acton Family Limited Partnership (Acton) by Warranty Deed recorded at the Rockingham County Registry of Deeds in Book 3171, Page 2146 and from Milton H. Smith through condemnation, recorded at the Rockingham County Registry of Deeds in Book 3175, Page 1013. The NH Department of Transportation acquired 1.32± acres in total from the Acton Trust for \$73,000.00 and 2.48± acres from Smith for \$150,000.00. The subject, which totals approximately 3.8± acres of Right of Way, was purchased for the 10044A Westville Road Park and Ride Project which was completed in 1998.

The Park and Ride was constructed as a possible commuter rail stop but, since the proposed commuter rail line has not developed nor has the lot attracted a commuter bus service, the lot has failed to generate the anticipated Park and Ride demand and sees only marginal intended use. NHDOT has received notices of complaint submitted to the Governor's Office regarding the lack of maintenance at the Park and Ride (overgrown, broken fences, strewn with trash) due to lack of adequate funding as well as continuing problems with it being used for drug related activities and an area that attracts the homeless.

Market Value. The Uniform Appraisal Standards for Federal Land Acquisitions in paragraph 1.2.4, defines Market Value as: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."

Plaistow - Job 20-46
45 Westville Rd, NHDOT Park and Ride
Surplus Appraisal - Approved

Comments:

There is a permanent drainage easement totaling approximately 27,325± square feet in area spanning three separate parcels on the easterly side of Westville Road. The drainage easement is critical to the efficient removal of storm-water runoff from the Park and Ride and for MS4 environmental compliance regarding such discharges within urbanized areas. This easement will be included as a part of this appraisal as the client, NHDOT, wishes to sell this easement and all appurtenant infrastructure along with the subject section of Right of Way so that any potential buyer may maintain MS4 compliance as well as the Department not retaining superfluous drainage infrastructure that no longer serves a clear transportation purpose but would still require maintenance. It is also important to note that the drainage for the parking lot located on Plaistow Tax Map 26, Lot 42 has been tied into this NHDOT drainage infrastructure so that parking lot's storm-water run-off is also collected into the treatment swale outlet. Maintenance responsibility for the easement and infrastructure is also intended to transfer at the time of sale.

In the warranty deed of the Acton purchase, the Department obtained a conservation easement on that abutting parcel which will not be a part of this appraisal.

Description of the Property



The subject is an irregularly shaped 3.8± acre parcel with approximately 644± feet of frontage along the westerly side of Westville Road in Plaistow. The subject is bordered by the Boston and Maine Railroad along the westerly side, Scandia Plastics on the south and Freedom Auto & Tire to the north with Westville Road forming the eastern border. It is improved with an asphalt parking lot with 268 spaces, seven light-posts around the perimeter of the paved area, various signage, fencing, curbing, and a Verizon payphone near the northern entrance. The parcel has two access points from Westville Road with the southern access being designated as right-out only. This southern exit is approximately 650 feet from the intersection with NH Route 125 (Plaistow Road). A man-made pond that pre-dates the Plaistow 10044A Park and Ride project occupies the southwest corner and a large portion of the west side of the parcel, totaling approximately one acre, reducing the usable area of the parcel to 2.8± acres. The parcel is mostly level, with a very slight slope west to east and is at

grade along the frontage, the northern edge of the parcel as well as part of the southern property line but has steep banks leading down from the western border and western half of the southern property line down to the pond. There is a narrow strip of mixed deciduous trees and undergrowth that surrounds the pond on all sides with sections of vinyl-coated chain link fence running through the vegetation between the pond and the parking area. Some sections of the fence and some of the metal signage have been damaged and are in need of repair. The edges of the lot and areas of curbing are overgrown with milkweed, long grasses and various wildflowers. The asphalt parking area has numerous cracks that are filled with short plant growth. The painted markings for the parking spaces have faded and are hard to discern in most areas. The Park and Ride was developed with the future potential to become a commuter rail stop, which to date has not materialized. However, the northwest corner of the lot is in very close proximity to the abutting Boston and Maine rail line and perhaps could be utilized by a future purchaser as the rail line is still active.

There is no municipal water or sewer currently available to the subject as the Town of Plaistow does not have a municipal water or sewer system, with all water in the town being provided by either private or community wells and sewage being handled by private septic systems. The Town has a Community Improvement Plan set to begin in 2021-2022 which is part of the Southern NH Regional Water Interconnection Project, that will include the installation of an 8" water line down the portion of Westville Road occupied by the subject, allowing for a greater range of commercial development on the parcel.

Real Estate Tax Data

The subject, while still partially showing as a lot of record with the Town of Plaistow, has been a portion of the Right of Way of Westville Road since 1998. The town tax map and records still show the portion purchased from the Acton Family Limited Trust as part of the abutting Acton parcel, thus the Town of Plaistow Tax card, showing the subject parcel to be 2.46± acres, is incorrect. Right of Way owned by the State is exempt from real estate taxes.

The parcel of record listed under State of New Hampshire ownership was assessed in 2019 as follows:

City Property ID	Land	Buildings	Total Assessed Value	Tax rate/\$1,000	Real Estate Taxes
26-036-000-000	\$259,170	\$114,300	\$373,470	\$21.31	\$7,958.65

The State of New Hampshire, Department of Revenue Administration (DRA) estimates that values assessed in 2019 for Plaistow reflect approximately 96.7 percent of true market value which results in an effective tax rate of 2.06 percent ($\$21.31 \times 0.967$)/\$1,000.

Assessments for ad valorem taxation are founded on broad base techniques which are weighted heavily towards residential properties. They are not considered an accurate indication of market value as defined in this report.

Market Area and Neighborhood Analysis

The Town of Plaistow ranks as New Hampshire's 40th largest municipality with the 2018 Census estimate calculating approximately 7,729 residents living within its limits. It falls within the Haverhill-Newburyport-Amesbury Town, MA-NH NECTA Division Labor Market Area (LMA). Plaistow is located south-centrally within Rockingham County, along its 56-mile border with the Commonwealth of Massachusetts. Rockingham County lies in the southeastern part of the state which, along with Hillsborough County to the west, is the most developed and populous region of New Hampshire. Rockingham County lays claim to all 17 miles of the state's Atlantic coastline. It is bordered to the north by the Towns of Kingston and Newton, the Towns of Hampstead and Atkinson to the west and by the Massachusetts City of Haverhill to the south and east. Plaistow is approximately 38 miles to the southeast of Manchester, New Hampshire's largest city and 39 miles northwest of Boston, Mass. The subject's neighborhood is serviced by NH Route 125, known locally as Plaistow Road, which is a major north-south corridor for the immediate area as well as this region of the state. The largest concentration of Plaistow's commercial zoning, including the subject parcel, is centered along this corridor. Approximately 1.5 miles north of the subject, NH Route 121A intersects with NH 125 and again about a mile south of the subject, just across the state line into Massachusetts. Another 3/10ths of a mile south, NH 125 meets with NH Route 121 heading west to Atkinson and within another mile south is the junction of NH Route 125 and Interstate 495. Westville Road is a major connector road between NH Route 125 and NH Route 121A that according to NHDOT Bureau of Traffic statistics sees an Annual Average Daily Traffic (AADT) count of nearly 4,000± vehicles.

Plaistow's economic base is largely supported by several national or regional retail chain stores and the local school system with a modest mix of local businesses. The Timberlane Regional School District is the largest employer with 784 total employees followed by Market Basket, Wal-Mart, Home Depot, Methuen Construction, Shaw's supermarket, Kohl's, T J. Maxx and Scandia Plastics whose plant abuts the subject to the southwest. However, residents in proximity to the subject neighborhood have easy access via NH Route 125 to Haverhill's base of larger educational and health care employers such as Northern Essex Community College, Essent Healthcare of Mass and Holy Family Hospital.

The neighborhood within the immediate vicinity of the subject is zoned entirely Commercial I. Abutting the subject to the southwest, at the corner with the intersection of Westville Road and NH Route 125 is Scandia Plastics, a

manufacturer of custom plastic extrusions. Turning north along the easterly side of NH 125 and abutting the Scandia parcel on the north is a narrow parcel owned by the Boston and Maine Railroad line.

Continuing north over a raised bridge that spans the railroad bed, on the easterly side of NH 125, to the intersection with Joanne Drive are two parcels occupied by an equipment rental business, Grand Rental Station, with accompanying True Value hardware store and craft beer and tobacco outlet on the northern parcel and a largely dirt storage yard for large tractors and storage containers on the southern. Along the southerly side of Joanne Drive, a dead-end road, running behind the Grand Rental parcel is Sickel Drive which allows additional access to the storage yard to the south. At the northeast corner of Joanne Drive and Sickel is a warehouse for the rental business across the street which acts as storage for inflatable structures like bouncy houses. Finally, there is a lone single family residence along the southerly side of Joanne before the street terminates up against the Boston and Maine railroad parcel.

Area Map - Source: Google Maps



At the opposite corner, on the westerly side of NH 125 and southerly side of East Road is a Dunkin' Donuts franchise. Abutting it to the south is a Gulf gas station with a two bay service area but no accompanying convenience store. From here to the Boston and Maine parcel NH Route 125 is very closely paralleled by Blossom Drive, which intersects with East Road to the north and curves southeast until it hugs NH 125. On the westerly side of Blossom Drive is Interstate Used Cars II, a used car sales lot. Next is Ed's Flooring Warehouse. While the frontage of both of these parcels is on Blossom, they both have high visibility from NH 125. Next are three residential lots before Blossom terminates at Railroad Avenue which parallels the Boston and Maine railroad bed parcel and heads west.

Continuing along the westerly side of NH Route 125, south of the railroad parcel, is the Pentucket Shopping Center which is anchored by Home Depot and Wal-Mart but also has other national retail chains such as Bed, Bath & Beyond

and Staples complimented by several local retail businesses. There are no current vacancies in this shopping plaza. There is a right-in only entrance to the plaza in very close proximity to the intersection of NH Route 125 and Westville Road. NHDOT traffic counts at the entrance to this plaza show an AADT count of approximately 23,230 vehicles. Back across to the easterly side of NH 125 is a Firestone Tire with full service garage.

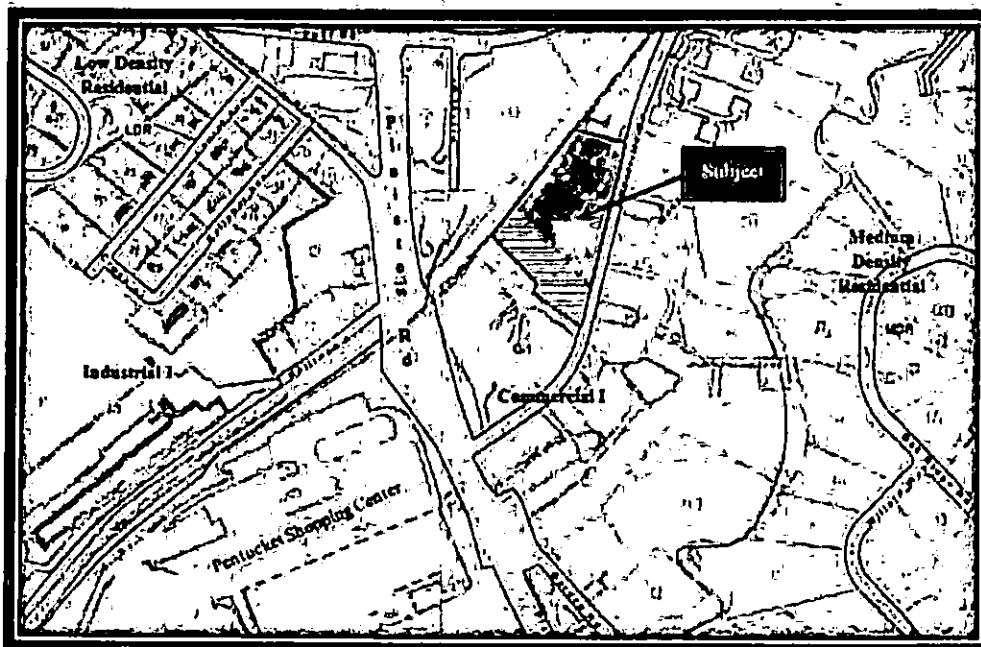
While not part of this neighborhood description, it should be noted that from the intersection of NH 125 and the Pentucket Shopping Center main entrance south to the Mass border is highly developed with many free-standing commercial businesses and plazas on both sides of NH 125. Most of the multi-unit plazas had a vacancy or two, and, judging from sun-faded marketing signs, some have obviously been dormant for an extended period of time.

At the corner of NH Route 125 and Westville Road, is a Rite Aid pharmacy with a drive-thru service window. Next, on the southerly side of Westville Road, heading northeast from NH Route 125, are two single family residences followed by a single family residence that has been converted into an insurance office, Insurance Solutions Corporation. On the next parcel is a five-unit apartment house, followed by a three story multi-unit condominium building for Woodland Terrace Condos, then a single family residence. Westview Park Condos encompasses the next four parcels which are improved with five total multi-unit condominium buildings and at the eastward bend of Westville Road is a six-unit residential building with accompanying garage that has two large service bays housing Blinn's Autobody and Collision.

Across the street to the westerly side of Westville Road is a small, 8-unit office park with only one apparent vacancy followed to the south by the Boston & Maine Railroad parcel which directly abuts the street. The next parcel moving southwest is a small vacant sliver of land between the railroad and Westville Road. Finally, abutting the subject to the northeast and is a parcel improved with a one story commercial garage and addition which houses two automotive businesses, Freedom Auto & Tire and Endurance Auto.

Zoning

Map showing immediate area around the subject with associated zoning



Town GIS and Tax Maps still showing portion of subject belonging to abutting parcel to the southwest (hatched area)

Dotted blue line shows approximate parcel limits

The subject is within Plaistow's Commercial I (C-1) Zoning District. It is a legal, non-conforming lot of record as it does not meet zoning setback requirements. Its current use as a multi-modal Park and Ride is a permitted use.

Uses permitted in Plaistow's Commercial District include: retail businesses, wholesale businesses, personal service businesses as allowed by Title XXX under NH Statutes; business or professional offices, banks, restaurants – to include drive-in and drive-through establishments, funeral facilities, private or service clubs, commercial recreation, recreational/trailer sales and service repair facilities, places of worship, publishing facilities, vehicular brokerage offices, produce stands; establishments for public safety and/or service, accessory structures or other uses, vehicles and/or equipment used to service products; essential services; small industry; multi-modal park and ride lots, theaters, nursing and assisted living facilities, hospitals and urgent care facilities as well as trade businesses.

The dimensional requirements for the Commercial District are listed as follows:

Plaistow Commercial (C-1) District Dimensional Regulations	
Minimum Lot Area:	80,000 SF
Minimum Frontage:	150 feet
Minimum Setbacks:	
Front:	50 feet
Side:	35 feet*
Rear:	35 feet*
Maximum Structure Height:	45 feet or 3 stories, whichever is less.
Maximum Lot Coverage:	75%

*When land used commercially abuts a commercial or industrial use. Subject and all surrounding parcels are within the C-1 zone and abutting parcels currently see industrial/commercial uses.

Other uses that are allowed as a special exception with approval from the Planning Board include, but are not limited, to: facilities or businesses for the care and treatment of animals as well as adult-oriented businesses.

About the Valuation

Scope of Work

To do this assignment, I inspected the property on September 1, 2020 and again on September 15, 2020. I examined city and county property records including assessment data and taxes, zoning regulations, and reviewed available highway plans. I formed an opinion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics.

I compiled comparable sales data, verified and analyzed the data, estimated the value of the subject, and prepared this appraisal report to summarize and convey my findings, the market data, and the analyses used. I prepared this appraisal report in compliance with USPAP Standards Rule #2-2(a) governing appraisal reports.

¹ Property data was collected and compiled from several sources, including the Town of Plaistow, the surrounding towns of Kingston and Derry, Rockingham County Registry of Deeds, New England Commercial Property Exchange site (NECPE MLS), the New England Real Estate Network (NEREN MLS), the New Hampshire Department of Transportation plans and records as well as local real estate professionals.

Data and Analysis

Highest and Best Use is the physically possible, legally permissible, financially feasible, and maximally productive use that would result in the greatest net return. It cannot not be highly speculative nor predicated upon conditions anticipated in the too distant future.

Highest and Best Use Site Only: Given the neighborhood trends noted above, uses permitted by zoning, and the physical characteristics and setting of the subject site, the most valuable use it could be put to would be for moderate to intensive commercial development such as a professional office building, self-storage facility, equipment rental business or restaurant. The market activity observed in this area supports a conclusion of immediate commercial development.

Highest and Best Use As-Improved: The subject site is presently used as a New Hampshire Department of Transportation Park and Ride parking lot with 268 spaces which is a permitted use within the Commercial I District. The parking improvements were constructed in 1998 and are in fair condition and continue to function adequately. However, they show signs of deferred maintenance as no spot sealing has been performed with weeds growing through widening cracks and the northern entrance has unrepaired potholes. Fencing along the edge of the pond has collapsed in sections and needs replacing. While it is reasonable to foresee a potential buyer wishing to retain between 30 to 70 percent of the paved surface for later development, it seems unlikely that the parcel would retain its current use of parking alone as the site is commercially zoned and the subject's neighborhood has seen intensive commercial development. Also of interest is the potential for rail service at the site due to the proximity of the still active Boston and Maine rail line. Of the legal uses permitted by zoning, it is my opinion that the highest and best use of the subject property as it presently exists is for moderate to intensive commercial redevelopment.

I have relied on the sales comparison approach exclusively. The other methods of valuation would not produce as reliable results given the nature of the subject, the nature of this assignment, or the market data available. The income approach has not been developed as stand-alone parking lots that charge for temporary storage of vehicles are not typical for this market area. The cost approach was not developed as with the determination that the Highest and Best Use is for redevelopment, the current improvements have only a partial contributory value which will be addressed with the reconciliation.

Exposure Time

As of the effective date of this report the state is still in the process of reopening from the COVID 19 pandemic after more than two months of an executive stay-at-home order, but the impacts of the virus on market prices is not yet known and not enough data is available to demonstrate its long-term effect on price or supply and demand. However, it is reasonable to assume that current restrictions on market activity due to the virus will extend marketing times.

I researched commercial land sales in Plaistow and its surrounding towns within Rockingham County through the New England Commercial Property Exchange (NECPE) and found over the last 18 months, commercial land required anywhere from 2 months to over 8 years with an average of approximately 2 years to sell. In light of the market activity for this property type and the specific data I used to arrive at my value estimate, it is my opinion that the site would have an exposure time of 24 to 30 months.

Sales Grid

The comparables shown in the following grid were the most comparable sales known to me. The description includes a percentage adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject site, a negative (-) adjustment is made, thus reducing the indicated value for the subject; if a significant item in the comparable property is inferior to, or less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject.

Land Value Analysis - As Combined Sales Data and Comparison							
Item	Subject	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3	
Address	45 Westville Rd, Plaistow	127 Plaistow Rd, Plaistow		1 Diamond Oaks Blvd, Kingston		29-31 Ashleigh Drive, Derry	
Creator	Acopia Family Limited Partnership/Miloon H Smith	Elio Persefios Family Trust - Andre's Christmas Trustee		Toned, LLC		Yvon Cormier North Development Co., LLC	
Creation	State of NH	Beater Med Real, Inc.		JJ and M Holdings, LLC		29 Ashleigh Drive, LLC	
Book/Page	RCRD 3171/2144 RCRD 3175/1013	RCRD 5918/322		RCRD 5974/173		RCRD 3894/289	
Source	Inspection	Assessor, Registry, Grantee Rep		Assessor, Registry, Grantee		Assessor, Registry, Grantee Rep	
Sale Price	Estimate	\$1,050,000		\$143,000		\$730,000	
Expenditures Adjustment		\$47,954		\$30,000			
Adjusted Sale Price		\$1,097,954		\$193,000			
Adj Sale Price per Acre		\$170,490		\$184,713		\$100,402	
Date of Sale & Market Conditions Adj		Inspection 6/1/18 +3.5%		Inspection 11/10/19 +2.28%		Inspection 2/22/18 -4%	
Adjusted Sale Price/AC		\$176,457		\$86,714		\$104,418	
Location/Traffic Count	Very Good/4K	Excellent/16K	-20%	Good/10.7K	+15%	VG/23.7K	+10%
Access	Very Good	Very Good		Good	-5%	Very Good	
Zoning	Commercial I	Commercial I		Commercial III	+5%	Industrial IV	
Est. Usable Area (Acres)	2.84	6.448	+10%	2.34		2.49	
Site Characteristics	Level, at grade	Mainly level & at grade or above	+5%	Moderate slope & above grade	+10%	Rolling, where flat, at grade or below	+5%
Documents/Restrictions	+27,325 SF drainage easement	No curf benefit	+15%	No curf benefit	+15%	No curf benefit	+15%
Utilities	Private septic and well needed	Well and septic existing	-5%	Private septic and well needed		Manholes, gas and sewer available	-15%
Net Adjustments			+5%		+50%		+15%
Indicated Value of Subject/AC		\$185,280		\$130,074		\$120,081	
		Low: \$120,081		High: \$185,280		Mean: \$149,143	

Adjustments

Property Rights Conveyed, Conditions of Sale and Seller Concessions

All of the sales used in this analysis are similar in property rights conveyed, conditions of sale and involved no seller concessions.

Financing

All transactions had terms of cash or equivalent to the seller. All sales are therefore similar in regards to financing.

Expenditures after Purchase

Sale #1 was formerly improved with a family diner that was demolished to make way for the 40,000± square foot medical office building that was recently opened on the site. Costs for the demolition and abatement were estimated to be approximately \$47,954. Sale #2 required almost \$50,000 in blasting to level the site to make it suitable for development. These expenditures have been added to the adjusted sales price for each comparable sale.

Market Conditions

The sales presented above occurred between February 2018 and January 2019. After researching commercial land sales through the New England Real Estate Network (NEREN) and the New England Commercial Property Exchange (NECPE), there were an insufficient number of transactions to determine if there was any appreciation or depreciation in the commercial land market. Examining sales of single family residences (SFR) in Rockingham County through NEREN from February 2018 to March 2020 shows an average yearly appreciation of 5% during this period. Research of commercial land sales indicate that there is not enough activity in this sub-market to warrant an adjustment other than for the average rate of inflation at 2% per year or 0.1667% monthly. Each sale was therefore adjusted by +0.1667% per month from the date of sale to March 2020.

It is important to note that as of the effective date of this report, the Novel Coronavirus 2019, (COVID-19) pandemic was still impacting the US economy due to market uncertainty, most states issuing stay-at-home orders and many businesses closing down. While the full effect of the pandemic on real estate values is still largely unknown, it is reasonable to assume that current restrictions on market activity due to the virus will extend marketing times. There currently is insufficient data to determine the extent of the pandemic's disruption to the real estate market or if there will be a long-term shift in supply and demand resulting in a change to market values. Due to this lack of data, no market adjustment has been applied from March 2020 onward when the COVID-19 pandemic began to impact the US economy.

Location/Traffic Count

Sale #1 is in Plaistow, located at the intersections of NH Route 125 (Plaistow Road), which is a four-lane divided highway, with Jesse George Road and also Jesse George Road with Old Road, both being minor connector roads to Main Street (NH Route 121A) which is where many Plaistow town offices and facilities are located. According to 2019 NHDOT Bureau of Traffic statistics, this portion of NH Route 125 sees an Annual Average Daily Traffic (AADT) count of approximately 16,000± vehicles with the two other streets accounting for roughly an additional 1,500 cars. The main entrance is also located directly across from Danville Road which accounts for nearly 7,800± AADT. This portion of NH Route 125, while still having a high level of commercial development, lacks the large retail anchor stores near the subject's location. Sale #2 is off of Diamond Oaks Boulevard which is a dead-end cul-de-sac that intersects with NH Route 125. NHDOT shows an AADT count of nearly 10,710 vehicles per day along this section of NH 125. This section of NH Route 125 is only a two-lane highway and is not as densely developed as further south near the subject. Due to foliage the parcel is not very visible from NH Route 125 but some clearing could greatly improve its visibility. Sale #3 is located along Ashleigh Drive in Derry which is a dead-end cul-de-sac that intersects with the busy NH Route 28, a major state road. The AADT count for the nearby portion of NH 28 is approximately 23,780 vehicles per day. There are several commercial businesses such as Wal-Mart, a cinema, a Hannaford's supermarket and a climate-controlled self-storage facility along or just off Ashleigh Drive representing a similar level of commercial development to the subject's neighborhood. The parcel does not have good visibility from NH Route 28 as it sits just far enough off the road to be out of sight but once cleared will be very noticeable from Ashleigh Drive and from the nearby Wal-Mart entrance.

Sale #1 was adjusted -20% for its superior location directly along NH Route 125. Sale #2 received an adjustment of +10% for inferior location. Sale #3 is similar to the subject in both the quality of location and proximity to higher traffic counts and thus no adjustment was necessary for these factors.

Sale #1 and the subject are both located in Plaistow with Sale #2 located in Kingston and Sale #3 being in Derry. An analysis of vacant commercial land sales between Plaistow and the other two towns did not reveal enough transactions to provide reliable results for any locational differences in price but an examination of single family residences from September 2017-September 2020 shows that on average, home prices during this period were approximately 5% higher in Plaistow as compared to Kingston and about 10% higher when compared to Derry. Accordingly, Sale #2 has been adjusted by +5% and Sale #3 by +10% to reflect these locational differences. Overall, Sale #1 was adjusted by -20%, Sale #2 by +15% for relative location and town price adjustments with Sale #3 receiving +10% for price differences between Plaistow and Derry.

Access

Sale #1's main access is located across from the intersection of NH Route 125 and Danville Road with the junction being controlled by an electronic traffic signal. The facility has a secondary two-way access point along the less busy Old Road that is not signalized. Sale #2 has access off of Diamond Oaks Boulevard with the intersection of Diamond Oaks and NH Route 125 not being signalized. Sale #3 has access off of Ashleigh Drive with the intersection of Ashleigh Drive and NH Route 28 controlled via a traffic signal. Sale #1 and #3 have similar access arrangements to the subject as their intersections to the nearby major roads have the advantage of signals to control the flow of traffic. Sale #2 received a +5% adjustment to account for its connection to NH Route 125 lacking signalization onto/from a busy state road.

Zoning

Sale #1 is located within Plaistow's Commercial I District which is identical to the subject thus no adjustment has been made. Sale #2 has been designated as Commercial III Zoning which shares similar uses allowed by the subject's zoning but has some limitations, notably lacking the ability to develop as small industry or manufacturing thus a +5% adjustment has been made. Sale #3 is within Derry's Industrial IV Zone which allows for some significant commercial uses such as retail sales, hotels, professional offices and restaurants in addition to both light and heavy manufacturing. The most commercially intensive permitted uses are similar to the subject's zoning thus no adjustment has been applied.

Lot Size/Usable Acreage

Sale #1 is a 6.44± acre lot with no poor soils or wetlands. The grantee's representative stated that they considered the entire lot to be usable acreage despite a portion of the parcel being narrow between Jesse George Road and Old Road as it counts against open space requirements. Sale #2 is a 2.3± acre parcel with moderate slopes around the edges of the property that does not affect the amount of usable area. Sale #3 contains 2.49± acres, all of which is considered usable land. As site size increases, the price per acre decreases, therefore a +10% adjustment has been applied to Sale #1 to account for its larger size. Sales #2 and #3 are similar in usable area to the subject thus no adjustment is necessary.

Site Characteristics

Sale #1 is an irregularly shaped parcel with frontage along three roads, with approximately 270± feet along NH Route 125. The site is mostly flat and at grade along NH 125, rising slightly above grade along Jesse George Road and the northerly part of Old Road at the side and rear of the site. There is a narrow wedge where Old Road and Jesse George Road converge that is undevelopable due to this configuration. Sale #2 is a nearly square shaped parcel with 335 feet of frontage along Diamond Oaks Boulevard. The parcel has a moderate slope from west to east with a varying height of 3 to 12 feet above road grade. Sale #3 is a nearly rectangular parcel with 370 feet of frontage along Ashleigh Drive. The site is characterized by gently rolling topography with a slight slope upwards from south to north that is at grade along Ashleigh Drive but has sections that dip to roughly 4 feet below grade along the southern edge of the parcel. Sales #1 and #3 each received a +5% adjustment due to slightly inferior topography while Sale #2 was adjusted +10% for having significantly steeper slopes.

Easements/Restrictions

The subject benefits from a 27,325 square foot drainage easement with accompanying infrastructure that is located across Westville Road. This easement area effectively increases the usable area of the parcel by 22% by placing drainage needed to maintain the parcel's MS4 compliance offsite, allowing the usable area of the parcel to be dedicated for other development. However, the drainage system was designed for NHDOT use and could represent an over-improvement for any redevelopment. The existing drainage infrastructure is also 22 years old with an estimated life span of 50 years. A +15% adjustment has been applied to each of the sales to account for the subject's easement benefit.

Utilities

Public sewer and water are considered more desirable than private septic systems or on-site wells, especially for commercial uses. Sale #1 had a private well and septic system already installed that were associated with former improvements on the property. While the developer needed to upgrade these to properly service their new facility, some of the pre-existing infrastructure was utilized thus a -5% adjustment has been applied. Sale #2 is similar to the subject as it required both a well and septic system to be installed, therefore no adjustment is necessary. Sale #3 has municipal water and sewer hookups available to the parcel and zoning requires any construction to be connected to town water and sewer. A -15% adjustment for superior utilities is deemed appropriate (-5% for each utility available and -5% for being municipal hookups).

Reconciliation and Conclusion of Final Value Estimate

In this analysis the indicated values have a range of \$120,081 to \$185,280 per acre with a mean value of \$145,145. All of the sales presented are considered to be reliable indicators of value for the subject. Sale #3 was given the most weight as it had the fewest gross adjustments and is located in a neighborhood most similar in overall commercial development as the subject, as well as having similar proximity to retail anchor stores such as Wal-Mart. Sale #1 was also considered a reliable indicator of value as it is located just over a mile north of the subject in Plaistow and is also in close proximity to NH Route 125 but is directly located along a portion of that road. Sale #2 was given the least weight as it required the most gross adjustments and is located along a portion of NH Route 125 that is not as commercially developed and sees only about half of the traffic as the section near the subject. Based on the data and analyses above, it is concluded that the subject site warrants a value opinion of \$135,000 per acre. Accordingly:

$$\$135,000 \times 2.8 \text{ acres} = \$378,000$$

Based on the foregoing, I estimate the market value of the subject site as of September 15, 2020 to be:

\$378,000

The subject is also improved with an asphalt parking area with associated signs, fencing and light-posts that are to be sold as-is with the site. The improvements were completed in 1998 and are still in fair condition with several years of remaining effective life thus can be considered to have contributory value towards the site's Highest and Best Use which has been determined to be for redevelopment for a moderate to intensive commercial use such as a professional office building, self-storage facility, equipment rental business or restaurant, all of which would require parking. In the course of such redevelopment, a portion of the improvements would be removed to construct any new facility or buildings needed. As the specific use of any proposed redevelopment is currently unknown, the needs of that redevelopment could vary widely, with some uses likely to keep up to 70 percent or more of the current improvements and others possibly leaving 30 percent or less. It is thus difficult to estimate with precision the amount of the current improvements that are likely to be retained. For the purposes of this appraisal a reasonable ratio of improvements to be kept is determined to be 50 percent with the remainder to be demolished for redevelopment.

To determine a value for the remaining improvements, a value per parking space that includes figures for asphalt paving, striping, drainage, grading, lighting and landscaping was calculated using the Marshall & Swift Cost Manual and determined to be \$1,775 per space. Based on the determined Highest and Best Use of the subject site, of the 268 current spaces, 50 percent are likely to be kept, leaving 134 remaining spaces.

$$\$1,775 \text{ per space} \times 134 \text{ spaces} = \$231,150 \text{ base value for remaining improvements}$$

After 22 years of minimal use, the improvements are considered to be in fair condition giving them an effective age of 8 years and an estimated remaining useful life of 3 years. Adjusting for 63% depreciation of the construction, the remaining improvements would have an estimated current value of:

$$\$231,150 \text{ base value} \times 0.37 \text{ remaining life span} = \$85,525 \text{ indicated value of retained improvements}$$

There will be additional costs incurred for the removal of the unneeded pavement for any proposed redevelopment, however, this cost is roughly approximate to the value afforded by the pre-existing grading and other site work previously completed on the parcel. For the purposes of this appraisal, these factors are considered to be offsetting.

Market value of subject site	\$378,000
Estimated value of improvements	\$85,525
Value of subject property	\$463,525
Value of subject property rounded/\$10,000	\$460,000

Appraisal Certification

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the Department of Transportation of the State of New Hampshire, and I will not do so until so authorized by State officials, or until I am either required to do so by due process of law or until I am released of this obligation by having publicly testified as to such findings.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not appraised nor performed any services for the subject property in the past three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have personally inspected the subject property.
- No one provided significant real property appraisal assistance to me.


Appraiser

Addenda

General Assumptions: For this report I have also assumed:

1. all maps, plans, and photographs I used are reliable and correct;
2. the legal interpretations and decisions of others are correct and valid;
3. the parcel area given to me has been properly calculated;
4. broker and assessor information is reliable and correct;
5. the abstracts of title and other legal information available are accurate;
6. there are no encumbrances or mortgages other than those reported in the abstracts;
7. information from all sources is reliable and correct unless otherwise stated;
8. there are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures which would render the property more or less valuable;
9. all personal property is excluded; and
10. all non-compensable items are excluded.

Limiting Conditions: This report is bound by the following limiting conditions:

1. Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
2. I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
3. Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
4. Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

B3171 P2146

WARRANTY DEED

THAT THE ACTON FAMILY LIMITED PARTNERSHIP, A NEW HAMPSHIRE LIMITED PARTNERSHIP, HAVING ITS PRINCIPLE PLACE OF BUSINESS AT NEW HAMPSHIRE ROUTE 125, PO BOX 179, PLAISTOW 03843, OF ROCKINGHAM COUNTY, STATE OF NEW HAMPSHIRE; for consideration paid, grant to the State of New Hampshire, whose address is P.O. Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

0037306

A certain parcel of land, not homestead, situated on the Westerly side of Westville Road as now travelled, in the Town of Plaistow, County of Rockingham, State of New Hampshire, and being near Westville Road Construction Center Line Station 12 + 40 as shown on a Plan of Plaistow CMS-T-X-5175(009), 10044A on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds, bounded and described as follows:

0037306

Beginning at a point in the Westerly side line of Westville Road as now travelled, said point being on a course that passes through a point fifty-three and four eighths (53.40) feet Eastory of and directly opposite Plainow Park'n Ride Construction Line Station 30 + 35.34 and a point one hundred seven and forty-two hundredths (107.42) feet Westerly of and directly opposite station 50 + 72.25, thence Northwesterly with said course to the last named point; thence Northerly to a point one hundred seven and forty-two hundredths (107.42) feet Westerly of and directly opposite station 50 + 86.88, thence Northwesterly to a point in the existing B & M Railroad Right of Way, said point being on a course that passes through a point three hundred three and forty-seven hundredths (303.47) feet Westerly of and directly opposite station 51 + 16.76, thence Northwesterly with said Right of Way to the division line between land of Acton Family Limited Partnership and land now or formerly of Milton Smith, Sr. thence Southwesterly with said division line to the Westerly side line of Westville Road as now travelled, thence Southwesterly with said side line to point of beginning.

0037306

Containing .53 hectare (1.32 acres), more or less, and being a portion that real estate recorded in Rockingham County Registry of Deeds, Book 3106, Page 2142, dated June 27, 1993.

And the Grantor does further convey any and all rights that said Grantor has to use the Southwesterly corner of land now or formerly of Milton Smith for the purpose of a leach field.

And the Grantor does further convey to The State of New Hampshire the right to construct and maintain slopes and embankments beyond the limits of the land described above, together with the right to construct and maintain guardrail, all in accordance with the plan referred to above.

And also granting the permanent right to restore and maintain in its natural wetland condition a certain tract of land situated on the Westerly side of Westville Road, in the Town of Plaistow as shown on the above referenced plan.

The above described Conservation area shall be subject to the following restrictions:

1. The Property shall not be subdivided.
2. There shall be no industrial, residential, or commercial activities conducted in the easement area.
3. There shall be no permanent structures within the easement area.
4. No outdoor advertising structures shall be allowed or displayed to the easement area.
5. There shall be no dumping, filling, injection, or burial of any waste and refuse materials in the easement area.
6. There shall be no changes in topography, wetlands or natural habitat except as required for the construction of the above referenced highway project.

Legal Description - Former Acton Family Limited Partnership parcel; cont.

B3171 P2147

7. No driveways, road, or parking area shall be constructed within the easement area.

8. This conservation easement is a conservation restriction under the meaning of RSA 477:45.1 and it is enforceable in accordance with the provision of RSA 477:46-47.

9. The terms and conditions of this Conservation Easement shall be carried forward with this Property in perpetuity by the Grantor, and/or the Grantor's executors, administrators, legal representatives, heirs and/or assigns.

AND also granting the temporary right and easement to enter, occupy, clear, construct or reconstruct and use certain land for the purpose of accessing a conservation easement and matching the existing driveway to the new highway on other land as shown on the above referenced plan. Ground so disturbed shall be restored as near as possible to its original condition. This easement shall expire upon completion of the project.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the 1996 Property Taxes are to be pro-rated as of the date of execution of this instrument.

Executed this 16 day of July, 1996.

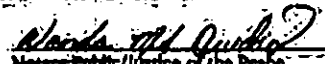
ACTON FAMILY LIMITED PARTNERSHIP


David R. Hallett


Virginia C. Hallett

STATE OF THE NEW HAMPSHIRE Rockingham 55 July 16th A.D., 1996.

Personally appeared the above named David R. Hallett and Virginia C. Hallett and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:


Notary Public/Judge of the Peace
My commission expires: _____

B3175 P1013

NOTICE OF CONDEMNATION

THE STATE OF NEW HAMPSHIRE BY THE DEPARTMENT OF TRANSPORTATION HAS
ON SEP 03 1998 FILED WITH THE NEW HAMPSHIRE BOARD OF TAX AND LAND
APPEALS, A DECLARATION OF TAKING OF THE FOLLOWING PROPERTY IN THE TOWN OF
PLAISTOW, OWNED BY

SEP 6 2 20 PM '98 0041770
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
REGISTRY OF DEEDS

MILTON H SMITH
HARRISVILLE CO-OP BANK (MORTGAGEE)
NAVISTAR FINANCIAL CORPORATION (MORTGAGEE)
BIG LEAGUE FINANCE CO INC (MORTGAGEE)
TOWN OF PLAISTOW (LIPNER)

SAID PREMISES BEING LOCATED ON THE WESTERLY SIDE OF WESTVILLE ROAD -
AS NOW TRAVELLED, AND MORE PARTICULARLY BOUND AND DESCRIBED AS
FOLLOWS

Parcel # 9 & 10
(ALSO Tables - Parcel 9)

Taking all that property belonging to Milton H. Smith, beginning on the Westerly line of
Westville Road, at a point which is the most southerly corner of the parcel, thence running along Lot A7
N22°06'N17"W, a distance of one hundred eighteen and ninety-four hundredths (118.94) meters (142.2
feet), to a point in land now or formerly of Hinton & Mudge Corporation, thence (along and running
along said Hinton & Mudge Corporation land on a curve to the left along an arc with a radius of eight
hundred eighty-three and thirty one hundredths (883.31) meters (2900 feet), a distance of nine and
forty-two hundredths (9.42) meters (31.00 feet) to a point, thence running N57°41'W/C a distance of
seventy and thirty-eight hundredths (70.38) meters (231.02 feet) to a point in land now or formerly of
Smith, thence running and running along said South land S11°16'28" E, a distance of sixty-seven and

Legal Description - Former Milton H Smith parcel, cont.

'B3175' P1014'

ninety-eight hundredths (0.98) meters [223.04 feet], to a point on the Western line of Westville Road, thence bearing and running along said Westville Road, S12°51' W, a distance of one hundred eighteen and forty-three hundredths (118.43) meters [388.55 feet], to the point of beginning.

Containing six (6) five hundredths (0.05) of a hectare [2.1 acres], more or less.

(B) Fee Taking - Parcel #11

Also taking a portion of that property belonging to Milton Smith beginning at a point on the Western side line of Westville Road, as now travelled, said point being on a course that passes through a point sixteen and nine tenths (16.90) meters [55 feet] Eastern of and directly opposite Plaisow Park & Ride Center Line Station 52 - 54 41 as shown on a plan of Plaisow C.M.T.X-3175 (1979), 10144A on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds, and a point seventeen and five one hundredths (17.51) meters [57.43 feet], Western of and directly opposite station 52 - 54 68, thence Western to last named point, thence Northernly to the existing Boston & Maine Corporation Right-of-Way, said point being on a course that passes through a point twenty-one and ninety-three hundredths (21.93) meters [71.93 feet] Western of and directly opposite station 52 - 62.73, thence Southwesterly to the division line of land of Milton Smith and other land now or formerly of Milton Smith, thence Southeastery with said division line to Western side line of Westville Road as now travelled, thence Northwesterly with said side line to point of beginning.

Containing three hundredths (0.15) of a hectare [0.38 of an acre] of land, more or less.

Stone Encasement

Taking the permanent right and easement to construct and maintain slopes and embankments beyond the limits of the fee taking (Parcel #1) at such an angle as will hold the highway and the material on the slopes to resist against ordinary erosion in the area shown on "EXHIBIT A" and the above-referenced plan.

Containing fifty five (55) square meters [575 square feet] more or less.

Drainage Encasement

Plaisow - Job 20-46
45 Westville Rd, NHDOT Park and Ride
Surplus Appraisal - Approved

Legal Description - Former Milton H Smith parcel, cont.

B3175 P1015

Taking the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through certain land abutting or near Westville Road in the area shown on "EXHIBIT A" and on the above referenced plan:

Containing seventy (70) square meters (775 square feet), more or less

Temporary Construction Easement

Taking the temporary right and easement to construct or reconstruct the Condemned driveway beyond the limits of the fee taking as shown on "EXHIBIT A" for the purpose of construction of a parking lot and matching the existing driveway to Westville Road. Ground so disturbed shall be regarded as near as possible to its original condition. Said construction easement shall expire on November 31, 1997

Containing one thousand one hundred forty (1,140) square meters (12,275 square feet), more or

less

(C) Summary:

Containing in all one (1.0) hectare (2.48 acres), more or less, of land in fee simple, a slope easement of (66)-five (55) square meters (575 square feet), more or less, a drainage easement of seventy (70) square meters (775 square feet), more or less, and a temporary construction easement of one thousand one hundred forty (1,140) square meters (12,275 square feet), more or less

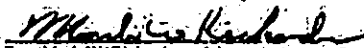
Meaning and intending to describe all of that property described in a deed dated December (1), 1985 recorded in the Rockingham County Registry of Deeds, Book 2577, Page 464 and a portion of that property described in a deed dated May 2, 1989 recorded in the Rockingham County Registry of Deeds, Book 2347, Page 901

Legal Description - Former Milton H Smith parcel, cont.

B3175 P1016

THE STATE OF NEW HAMPSHIRE

Consent of Three Persons


By Mark W. Richardson, Administrator
Bureau of Right-of-Way
Department of Transportation
John O. Morton Building
1 Hazen Drive, PO Box 481
Concord, NH 03302-0481

SEP 08 1998

(Date)

Attorney for the State of New Hampshire
Department of Justice
Attorney General Jeffrey R. Howard
11 Capitol Street
Concord, NH 03301


Michael J. White
Senior Assistant Attorney General

F3171 P2145

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, WOODLAND TERRACE CONDOMINIUM ASSOCIATION OF 34 WESTVILLE ROAD, PLAISTOW 03865, County of Rockingham, State of New Hampshire, for and in consideration of the sum of (\$1.00) dollars and other valuable consideration, to us in hand this day, paid by the State of New Hampshire, whose address is P.O. Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483; the receipt of which we do hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the State of New Hampshire, it and its successors and assigns forever:

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The right to extend and maintain drainage beyond the limits of the present highway passing through and by our land in the Town of Plaistow, as will be necessary to construct drainage in accordance with the standard practice of highway construction, all as shown on a Plan of Plaistow CM-T-X-5375(009), 10044A for 1996, in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

Granting the temporary right and easement to enter, occupy, clear, construct or reconstruct and use certain land for the purpose of constructing drainage and matching the existing driveway to the new highway on other land as shown on the above referenced plan. Ground so disturbed shall be restored as near as possible to its original condition. This easement shall expire upon completion of the project.

Being an interest in that property recorded in the Rockingham County Registry of Deeds, Book 2471, Page 1949, dated December 9, 1983.

IN WITNESS WHEREOF, Woodland Terrace Condominium Association, has caused these presents to be executed in its behalf, by Mary Emma Beasley its Director duly authorized, this 16th day of July, in the year of our Lord, 1996.

WOODLAND TERRACE CONDOMINIUM ASSOCIATION
Mary Emma Beasley
Mary Emma Beasley
Director

STATE OF NEW HAMPSHIRE Rockingham SS July 16th A.D., 1996.

On this 16th day of July, 1996, before me, *Shonda M. Dwyer* the undersigned officer, personally appeared, Mary Emma Beasley, who acknowledged herself to be the Director of Woodland Terrace Condominium Association, and that she, as such Director, being authorized so to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by herself as Director.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Shonda M. Dwyer
Notary Public Justice of the Peace
My commission expires: _____

B3175 P1021

NOTICE OF CONDEMNATION

THE STATE OF NEW HAMPSHIRE, BY THE DEPARTMENT OF TRANSPORTATION HAS ON SEP 02 1996 FILED WITH THE NEW HAMPSHIRE BOARD OF TAX AND LAND APPEALS, A DECLARATION OF TAKING OF THE FOLLOWING PROPERTY IN THE TOWN OF PLAISTOW, OWNED BY:

SHARON M. PICCIRILLI

BENEFICIAL MORTGAGE COMPANY OF MASSACHUSETTE (MORTGAGEE)

SAID PREMISES BEING LOCATED ON THE EASTERLY SIDE OF WESTVILLE ROAD AS NOW TRAVELLED, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Parcel #12

Drainage Easement

Taking the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through certain land near Westville Road, in the area shown on "EXHIBIT A" and on a Plan for the Plaistow CM-T-X-5375(009), 10044A project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

Containing one hundred sixty (160) square meters [1,725 square feet], more or less.

Temporary Construction Easement for Drainage

Taking the temporary right and easement to construct or reconstruct a Drainage system beyond the limits of the Permanent Drainage Easement as shown on "EXHIBIT A". Ground so disturbed shall be regraded as near as possible to its original condition. Said construction easement shall expire on November 30, 1997.

Containing one hundred seventy (170) square meters [1,825 square feet], more or less.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Drainage Easement - Sharon M. Piccirilli, Parcel 12, continued

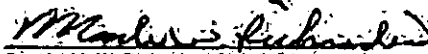
B3175 P1022

Containing in all a drainage easement of one hundred sixty (160) square meters (1,715 square feet), more or less, and a temporary construction easement for drainage of one hundred seventy (170) square meters (1,825 square feet), more or less.

Meaning and intending to describe an interest of that property described in a deed dated June 28, 1991 recorded in the Rockingham County Registry of Deeds, Book 2889, Page 2773.

THE STATE OF NEW HAMPSHIRE :

Commission of Three Persons



By: Mark W. Richardson, Administrator
Bureau of Right-of-Way
Department of Transportation
John O. Morton Building
1 Hazen Drive, PO Box 483
Concord, NH 03302-0483

SEP 0 11 1991

(Date)

Attorney for the State of New Hampshire

Department of Justice
Attorney General Jeffrey R. Howard
33 Capitol Street
Concord, NH 03301


Michael J. Willis
Senior Assistant Attorney General

Drainage Easement - John R. & Nancy Brown Pichowicz, Parcel 15

B3175 P1010

NOTICE OF CONDEMNATION

THE STATE OF NEW HAMPSHIRE, BY THE DEPARTMENT OF TRANSPORTATION HAS ON SEP 03 1996 FILED WITH THE NEW HAMPSHIRE BOARD OF TAX AND LAND APPEALS, A DECLARATION OF TAKING OF THE FOLLOWING PROPERTY IN THE TOWN OF PLAINSTOW, OWNED BY:

JOHN R. PICHOWICZ
NANCY BROWN PICHOWICZ

SAID PREMISES BEING LOCATED ON THE EASTERLY SIDE OF WESTVILLE ROAD AS NOW TRAVELLED, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Parcel #15

Drainage Easement:

Taking the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through certain land abutting or near Westville Road in the area shown on "EXHIBIT A" and on a Plan of Plainstow CM-T-X-3375(009), 10044A Project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

Containing one thousand five hundred sixty-five (1,565) square meters (16,850 square feet), more or less.

Temporary Construction Easement:

Taking the temporary right and easement to construct drainage beyond the limits of the present highway as shown on "EXHIBIT A" for the purpose of constructing drainage for the Plainstow Park'n Ride. Ground so disturbed shall be regraded as near as possible to its original condition. Said construction easement shall expire on November 30, 1997.

Containing thirty (30) square meters (325 square feet), more or less.

Plainstow - Job 20-46
45 Westville Rd, NHDOT Park and Ride
Surplus Appraisal - Approved

SEP 6 2 15 PM '96 0041768

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Drainage Easement - John R. & Nancy Brown Pichowicz, Parcel 15, continued


B3175 P1011

Containing in all a drainage easement of one thousand five hundred sixty-five (1,565) square meters (16,850 square feet), more or less, and a temporary construction easement of thirty (30) square meters (325 square feet), more or less.

Meaning and intending to describe an interest in that property described in a deed dated July 27, 1983 recorded in the Rockingham County Registry of Deeds, Book 2433, Page 1680.

THE STATE OF NEW HAMPSHIRE

Commission of Three Persons


By: Mark W. Richardson, Administrator
Bureau of Right-of-Way
Department of Transportation
John O. Morion Building
1 Hazen Drive, PO Box 483
Concord, NH 03302-0483

25th Nov 2012

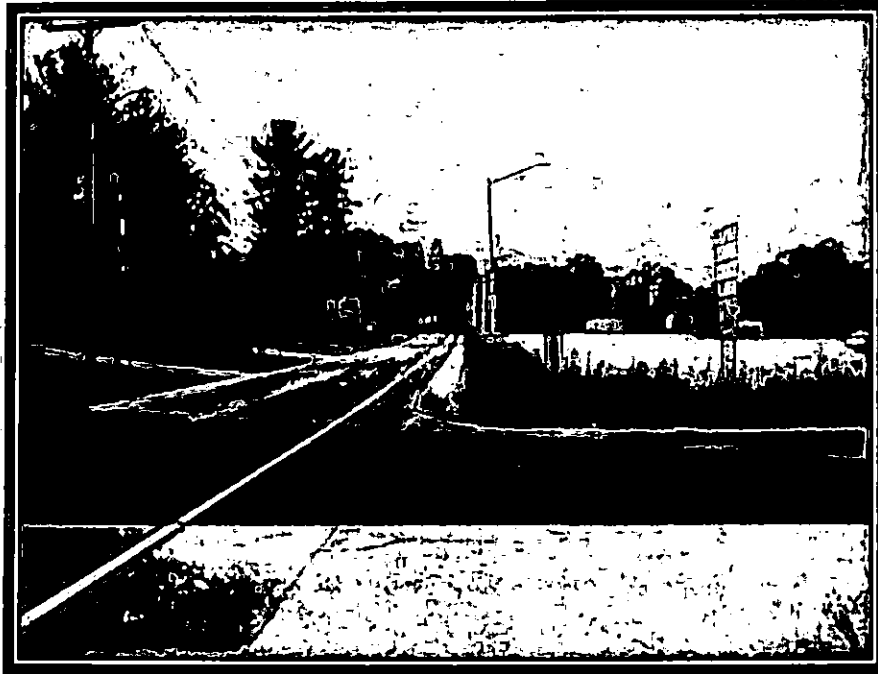
(Date)

Attorney for the State of New Hampshire

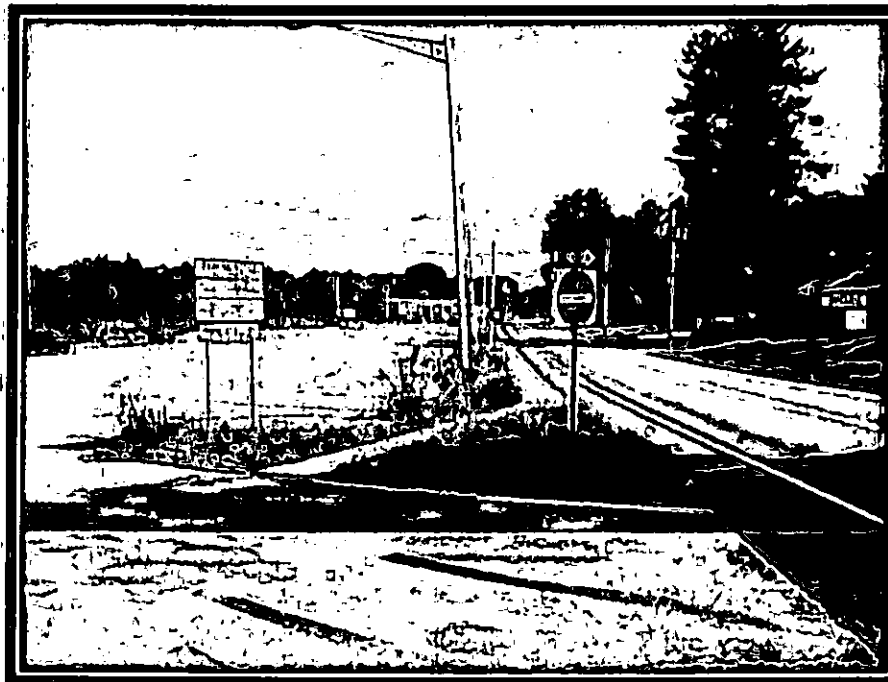
Department of Justice
Attorney General Jeffrey R. Howard
33 Capitol Street
Concord, NH 03301


Michael J. Walls
Senior Assistant Attorney General

Photographs of Subject parcel
Taken Sept 1, 2020 by Douglas Penney



North entrance looking south along Westville Rd, subject to right



South Exit looking north along Westville Road, subject to left



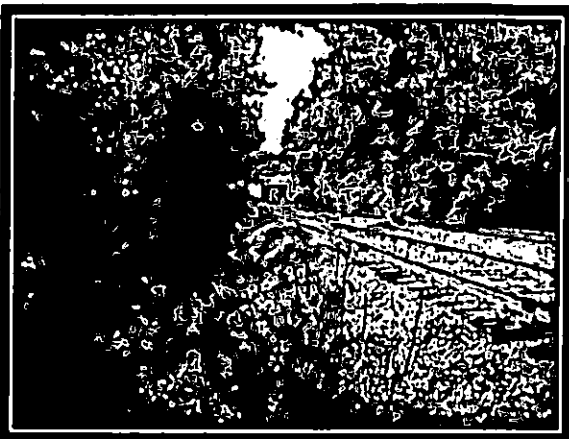
NW corner of parking lot looking SE



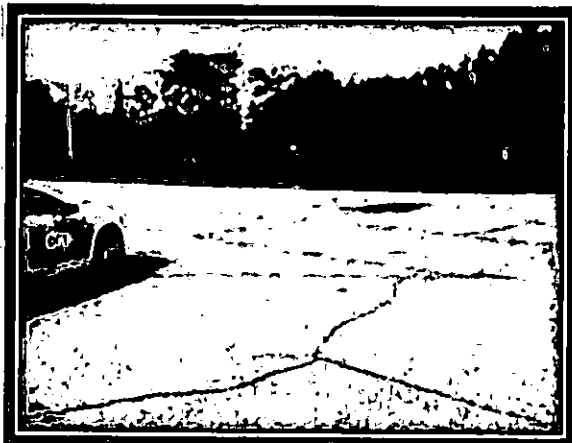
SE corner of parking lot looking NW



Northern end of pond looking S, parking area to left



Western edge looking south along RR, parking to left



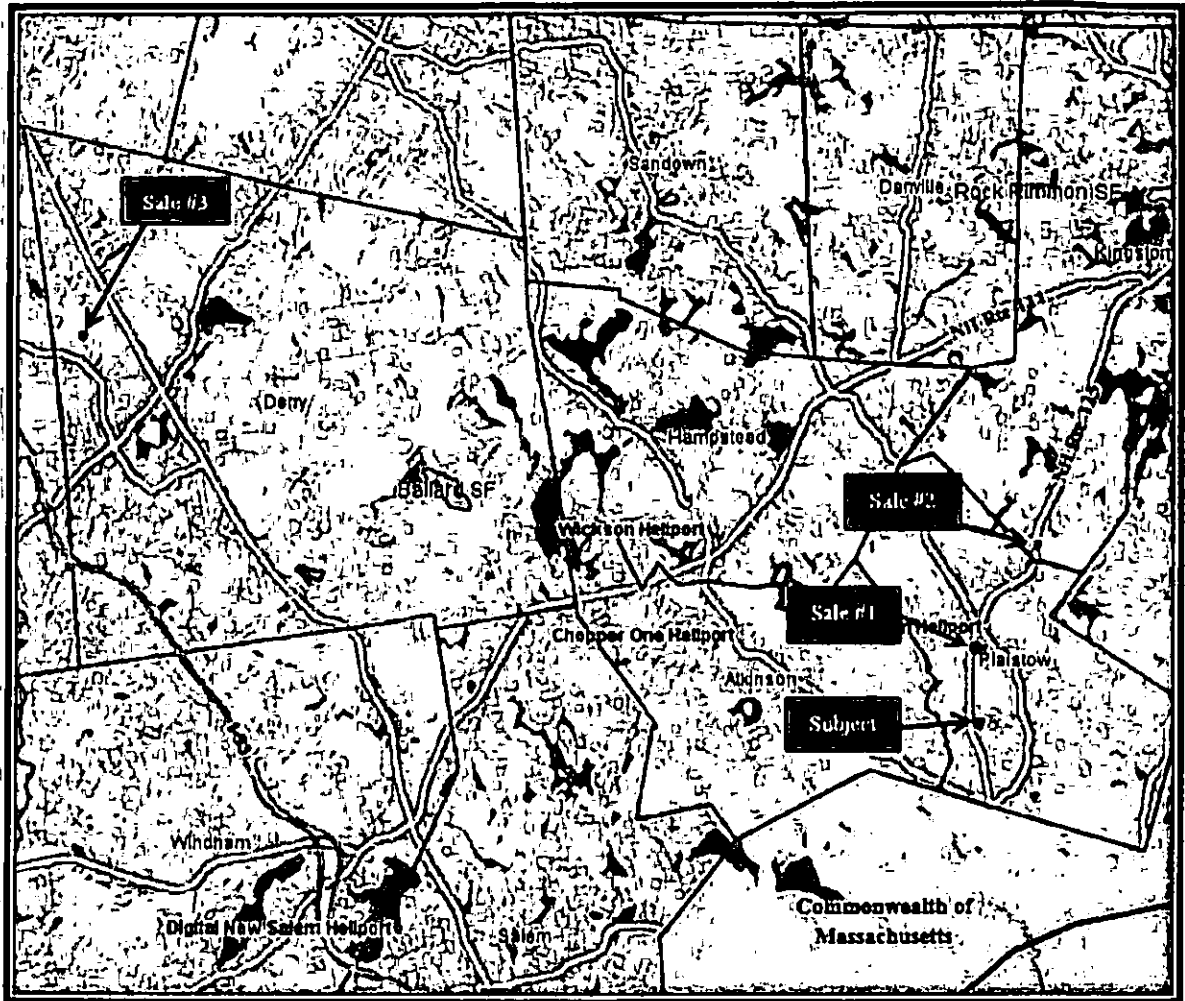
Example of condition of asphalt parking area



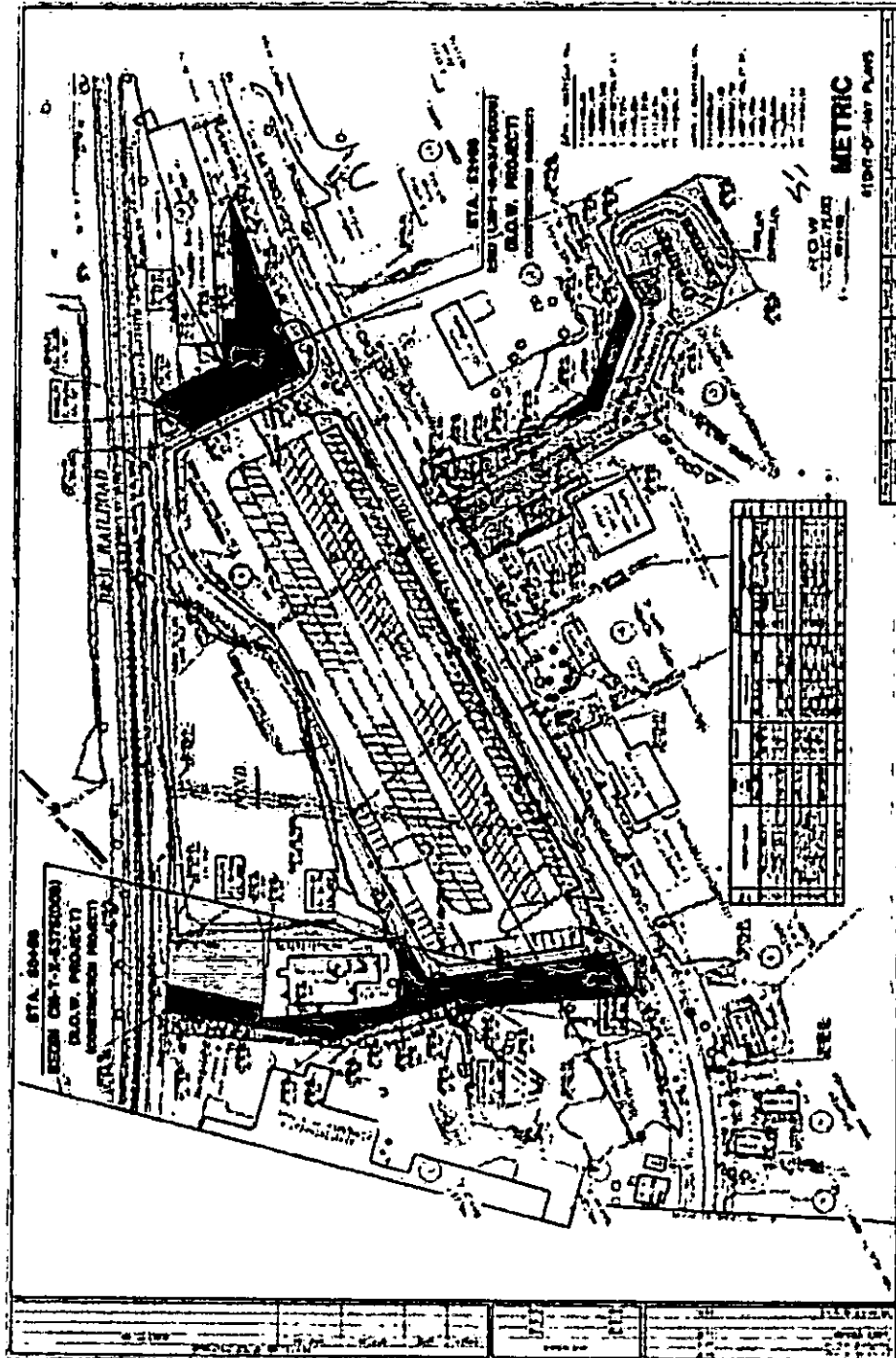
Example of overgrown areas

Location Map of Subject Property and Comparable Sales

This map has been provided to assist the reader in locating the subject property and comparable sales in the field and clarify their relationship to each other.



NHDOT Plan - Plaistow 10044A

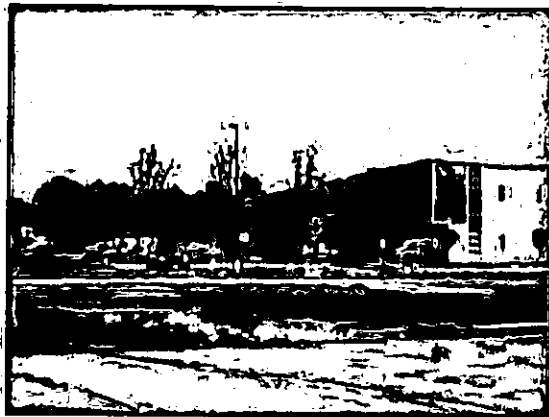


Plaistow - Job 20-46
45 Westville Rd, NHDOT Park and Ride
Surplus Appraisal - Approved

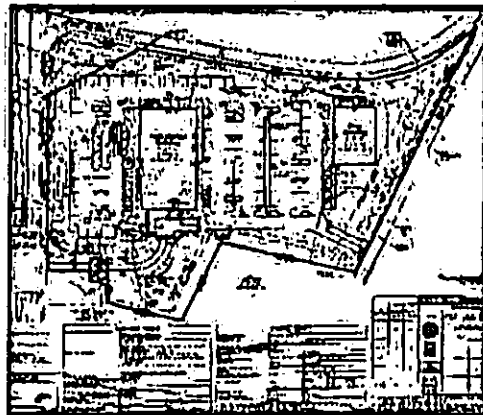
Summary of Comparable 1:

Location/Address: 127 Plaistow Road, Plaistow
Grantor > Grantee: Elpe Pentoliros Family Trust > Exeter Med Real, Inc.
Sale Price /Date: \$1,050,000 on June 1, 2018
Registry Ref: Rockingham County Registry of Deeds in Book 5918; Page 322
Site Area /Unit Value: 6.44± Acres / \$163,043 per acre
Frontage: 270± feet along NH Route 125, 690± feet along Jesse George Road and 508± feet along Old Road.
Available Utilities: On-site well and septic system existent on parcel
Zoning / Map Ref: Commercial I / Tax Map 29, Lot 58
Conf. Source /By: Assessor, Registry, Grantee representative by Douglas Penney

Comments: This parcel was formerly a local diner that had been defunct for many years prior to purchase. Costs to demolish the former improvements and abate the site were estimated at approximately \$47,954. The grantee also purchased the small lot at the corner of NH Route 125 and Jesse George Road for unrestricted visibility. The site is mostly flat and at grade rising slightly above grade along Jesse George Road and the northerly part of Old Road. An approximately 40,000 square foot medical office building has been constructed and opened in July 2020 with a large portion of the ground floor being rented to a ClearChoiceMD office. The second floor of the building remains incomplete due to lessened demand for retail/office space during the COVID 19 pandemic but there are plans to complete at a future date as well as construct a second smaller building on the site.



View of parcel looking north



RCRD plan D-41534

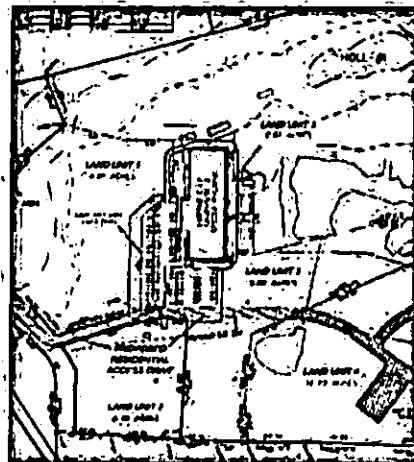
Summary of Comparable 2:

Location/Address: 1 Diamond Oaks Boulevard, Kingston
Grantor > Grantee: Teatad, LLC > D and M Holdings, LLC
Sale Price / Date: \$145,000 on January 9, 2019
Registry Ref: Rockingham County Registry of Deeds in Book 5974, Page 173
Site Area / Unit Value: 2.3± acres / \$63,043 per acre
Frontage: 335 feet along Diamond Oaks Boulevard
Available Utilities: Electric at street, private well and septic required
Zoning / Map Ref: Commercial III / Tax Map 0004, Lot 000LU2
Conf. Source / By: Assessor, Registry, Grantee by Douglas Penney

Comments: Vacant land located 300± feet off of NH Route 125 that required approximately \$50,000 in blasting expenses to create a level area for development. Steep sides are either in setbacks or count towards open space requirements with the town. Grantee considers entire parcel usable. Used site to relocate his construction business that he had been running out of his home. Grantee has given easements to abutters on 3 sides as they were all encroaching and it was easier to do this than fight as he didn't really need those spaces. Parcel is part of condo arrangement with golf course located across Diamond Oaks Boulevard but Grantee owns the land outright.



View of parcel looking SW across Diamond Oaks Blvd



RCRD Plan D-37336

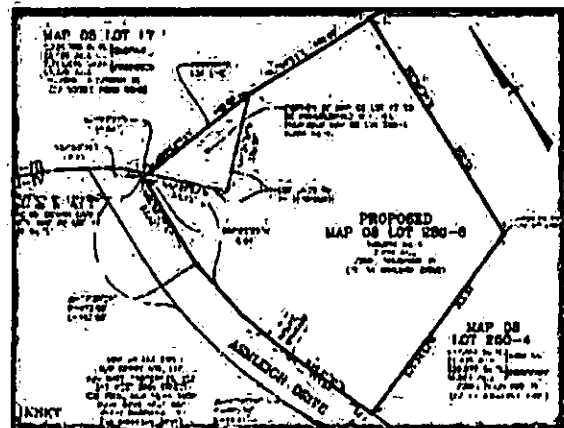
Summary of Comparable 3:

Location/Address: 29-33 Ashleigh Drive, Derry
Grantor > Grantee: Yvon Cormier North Development Co., LLC > 29 Ashleigh Drive, LLC
Sale Price / Date: \$250,000 on February 22, 2018
Registry Ref: Rockingham County Registry of Deeds in Book 5894, Page 289
Site Area / Unit Value: 2.49± Acres / \$100,402 per acre
Frontage: 370 feet along Ashleigh Drive
Available Utilities: Electric at street, municipal water and sewer
Zoning / Map Ref: Industrial IV / Tax Map 8, Lot 280-6
Conf. Source / By: Registry, Assessor, Grantee representative by Douglas Penney

Comments: This lot was purchased as vacant, unimproved land. It has gently rolling topography with a slight incline south to north. The parcel is at road grade along Ashleigh Drive but has some dips along the southern edge that bring it roughly 4 feet below grade. All of the parcel is considered usable according to the Grantee's representative (attorney) who was directly involved with the sale. The parcel is currently under development as a 10,700 square foot detox facility with associated parking that was approved by a variance from the Town Planning Board and is located near the local cinema, a self-storage facility and a Wal-Mart super-center. Directly across Ashleigh Drive from this sale there is a 15,200 SF commercial office and garage site currently being developed to be the new location for North Point Outdoors.



View of parcel looking NW from Ashleigh Drive



RCRD Plan D-38567

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

118 South River Road
Bedford, NH 03110
tel 603 868 7000
fax 603 847 4325

28 Deer Street Suite 301
Portsmouth, NH 03801
tel 603 431 3001
fax 603 431 3122

www.nainorwoodgroup.com

**Opinion of Value
45 Westville Road
Plaistow, New Hampshire**

**Prepared by
Judy Niles-Simmons
Chris Norwood
December 7, 2020**

national and local have been closing their doors. Hopefully, things will improve once the pandemic is over and we learn what the new normal will be in the future.

The subject property is zoned Commercial 1 (C1) which allows for a variety of uses and is located in a national retailer area. Based on current market trends and conditions, we are using three comparable sales with similar zoning. Difficulty in finding recent commercial land sales.

88 Plaistow Road, Route 125, Plaistow: 1.8+/- acres located on busy Route 125, and was on the market for 372 days at an asking price of \$500,000. It is zoned C1 and it had approvals to build 17,500+/- square feet. Property sold on 7/31/2020 for \$1.2 million.

262 Sheep Davis Road, Concord: Property was 0.90+/- acre site and was on the market for 1,512 days before closing on 8/6/2020. Site was located in the GWP zone across from Target and it sold for \$210,000.

82 Lafayette Road, North Hampton: Site was comprised of 2.56+/- acres, located in a high traffic area in the IB/R zone, which is not as good as the other two comps. Property was on the market for 1,092 days and sold for \$285,000.

45 Westville Road

Market Comparables

1003.03b3

See attached Market Comparables:

30 Rockingham Road, Windham: Property is a corner 2+/- acre lot located at a lighted intersection (Route 128/Route 111) in Windham, NH located in the Business Commercial, District A zone. It is owned by the State of NH and is on the market for \$450,000. Good location.

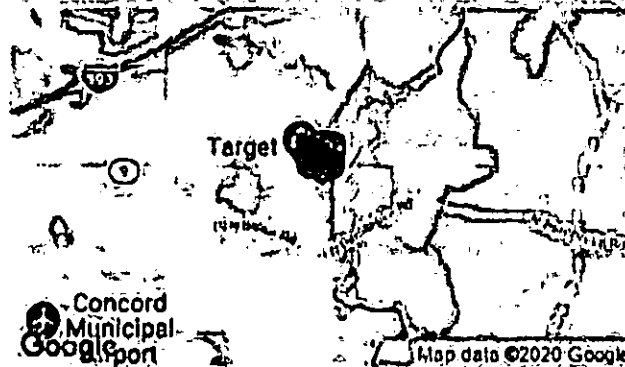
Route 27, Raymond: This 2+/- acre parcel is located in the Commercial 1 (C1) zone in the Town of Raymond, NH. It is located near the Walmart Distribution facility, Hannaford, Walgreens, Dunkin Donuts and Tuckaway Tavern. The price was reduced to \$129,900 and is currently under contract.

154 Route 125, Kingston, NH: This site is comprised of 1.21+/- acres and located on busy Route 125. It is located in the Town of Kingston's Commercial 3 (C-3) zone and is on the market for \$179,900.

262 Sheep Davis Rd.

262 Sheep Davis Rd., Concord, NH 03301

Transaction ID:	2335766
Property Type:	Vacant Land - SOLD
Possible Uses:	Office, Retail
Gross Land Area:	0.90 Acres
Archived Date:	8/5/2020
Closing Date:	8/5/2020
Asking Sale Price:	\$224,000
Asking Unit Price:	\$5.71 PSF
Final Sale Price:	\$210,000
Final Unit Price:	Undisclosed
Zoning:	GWP
Days on Market:	1,512
Nearest MSA:	Concord
County:	Merrimack
Tax ID/APN:	9576
Property Visibility:	Excellent
Highway Access:	Easy access to I393 and I93.



Overview/Comments

RETAIL - OFFICE - RESTAURANT - HOTEL

CURRENTLY A RESIDENCE.

Development site with 200' frontage on Rt. 106, across from Target. This site has municipal water and sewer and full access. This lot lines up with Triangle Park Drive. There are two contiguous lots to the north that add up to 830' of frontage with almost 5 acres. There is a 600 +/- SF log cottage on the property in very good condition which adds income or options for an owner occupied property. It has 2 bedrooms, 1 Bath, a porch overlooking the river, and an open concept living dining area.

Property Contacts



Listing Broker
Scott Walker
Premiere Properties, Concord, NH
603-224-3373 (01)
swalker@ppi-nh.com

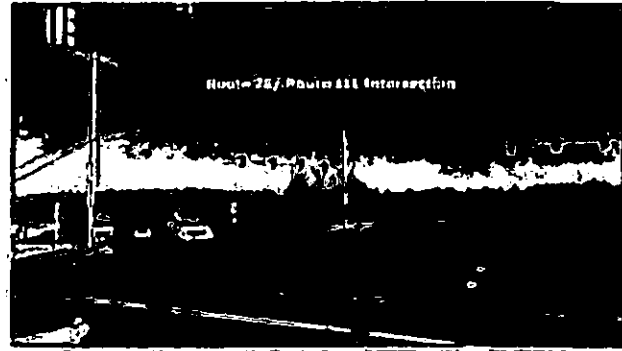
Selling Broker
Gregg Leavitt
Berkshire Hathaway Home Services Verant

2 Acre Corner Lot at Lighted Intersection at Route 28/11-Windham 30 Rockingham Road, Windham, NH 03087

BERKSHIRE | Verani
HATHAWAY | Realty
HomeServices

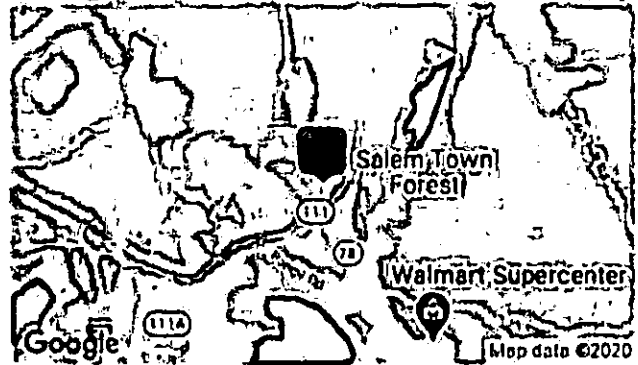
COMMERCIAL DIVISION

Listing ID:	30205049
Status:	Active
Property Type:	Vacant Land For Sale
Possible Uses:	Hospitality, Industrial
Gross Land Area:	2 Acres
Sale Price:	\$450,000
Unit Price:	\$225,000 Per Acre
Sale Terms:	Cash to Seller
Nearest MSA:	Boston-Cambridge-Newton
County:	Rockingham
Tax ID/API:	13-B-71
Zoning:	BUSINESS COMMERCIAL DISTRICT A



Overview/Comments

2 Acre +/- parcel available for sale located on Northeast corner of Route 11 and Route 28. Excellent location in desirable North Salem/Windham area. Located just off of Exit 3 and on newly constructed state road. Be part of growing commercial area and own hard to find corner lot at lighted intersection. Possible access from secondary local road, as well. Buyer responsible for NHDOT Admin. fee of \$1,100 at closing \$450,000



Property Contacts



Scott Reiff

Verani Realty Inc. d/b/a Berkshire Hathaway HomeServices Verani Realty

603-845-2500 (D)

scott.reiff@verani.com

1.21 acres with 412 frontage on Route 125 in Kingston

154 Route 125, Kingston, NH 03848



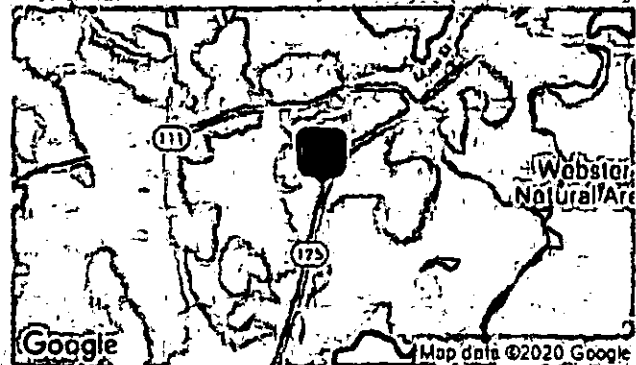
The Merrill
Bartlett Group
REAL ESTATE

Listing ID:	30559623
Status:	Active
Property Type:	Vacant Land For Sale
Possible Uses:	Industrial, Office
Gross Land Area:	1.21 Acres
Sale Price:	\$179,900
Unit Price:	\$148,677 Per Acre
Sale Terms:	Cash to Seller
Nearest MSA:	Boston-Cambridge-Newton
County:	Rockingham
Tax ID/APN:	000R21000016000000
Zoning:	C-3 COMMERCIAL
Property Visibility:	Excellent



Overview/Comments

1.21 acres with 412' road frontage will give your business lots of visibility on busy Route 125 in Kingston. New zoning regulations allow for 50% lot coverage with proper a storm water management plan. C-3 zoning allows for lots of business uses. A survey and site plan (not yet presented to the Planning Board) are available.



Property Contacts



Lynne Bartlett Merrill
The Merrill Bartlett Group
603-770-4012 (M)
603-642-5171 (O)
lynne.merrill@mbgr.com

FEE

1003.03b5

NAI Norwood Group's fee shall be 6% of the gross sales price

Experience

1003.03b6

(See attached professional resumes)

Licenses

1003.03b7

The Norwood Group D.B.A. NAI Norwood Group - 055594

Judy Niles-Simmons - 013023 - Expires 2/27/22

Chris Norwood - 053237 - Expires 7/28/22

Marketing Strategy

1003.03b8

NAI Norwood Group uses a blend of traditional and Internet-based advertising methods. We plan on utilizing the services of multiple listing services as well as the co-brokerage community.

Traditional:

We will produce all in-house marketing flyers and packages to be distributed to interested parties and the Brokerage community through our various networks.

Web Based:

The property will listed on NAI Norwood Group web page, LoopNet, New Hampshire Commercial Property Exchange (NHCPRE), Northern New England Real Estate Network (NNERN), and Craig's list. From these sites the property will be distributed to over three dozen other sites including: WMUR, Union Leader, Trulia, BestBuy, Sell. Etc.

Social Media outlets such as Linked in and Facebook will have the property distributed.

Judy
Niles-Simmons



Scope of Service

Judy Niles-Simmons began her real estate career more than 20 years ago while working for a large residential developer. She has leasing/managerial experience as she worked for large industrial facilities and was a principal in a commercial real estate brokerage firm.

Experience

Judy joined NAI Norwood Group in 1995. She has extensive experience in the development of land and in selling commercial/industrial investment properties. She also has experience in marketing multi-family residential projects in New Hampshire and Massachusetts.

Judy was presented the 2011 Community Service Award by NHCIBOR Cares. She was instrumental in the founding of this non-profit arm for NHCIBOR and served as the first President and as a Director.

Judy continues to volunteer at Care Givers and New Horizon Soup Kitchen.

Professional Affiliations & Designations

Licensed Broker in NH and MA

Member of the NHCIBOR

Member of GRI

Significant Transactions

- J Jill Group: Listing/selling agent, 91,920 +/- SF
- FCI: Selling agent for 49,000 +/- SF/10.1 E. Industrial Park Drive, Manchester, NH
- Southern NH University: Listing agent for 405 +/- acres/mixed development
- SMC Mgmt: Listing/selling Agent for 3 multi-family complexes
- Home Depot: Joint ventured sale of a 200 +/- acre development
- Dajo Realty, LLC: Selling/leasing agent for sale of 21,726 +/- SF/111 Zachary Rd, Manchester, NH
- State of NH DOT: Listing/selling agent for sale of 11 +/- acres/41 Range Road, Windham, NH
- State of NH DOT: Listing/selling agent for sale of .99+ acres/247 Pleasant Street, Concord, NH

Contact Information

Judy Niles-Simmons

+1 603 496 4516 Cell

+1 603 657 1927 Direct

judy@nainorwoodgroup.com

116 South River Road

Bedford NH 03110

+1 603 668 7000

nainorwoodgroup.com

NAI Norwood Group

Celebrating 50 Years of Excellence

115 South River Road
Bedford NH 03110
+1 603 668 7000

26 Greenfield Center Court
Plymouth, NH 03257
+1 603 431 3001
nainorwoodgroup.com



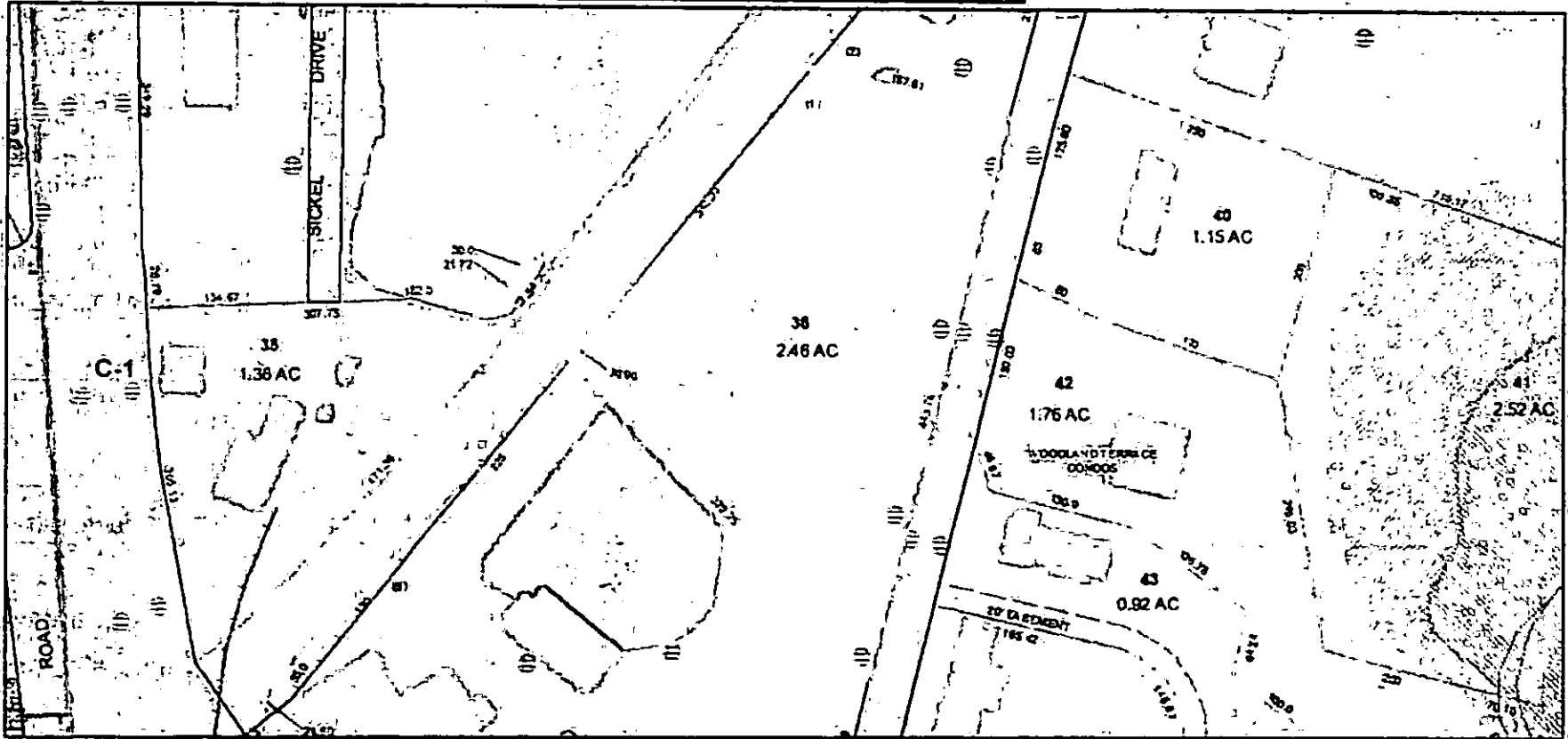
Plaistow, NH



1 inch = 138 Feet



November 30, 2020



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

B3175 P1013

NOTICE OF CONFIRMATION

THE STATE OF NEW HAMPSHIRE, BY THE DEPARTMENT OF TRANSPORTATION HAS
ON **SEP 03 1996** FILED WITH THE NEW HAMPSHIRE BOARD OF TAX AND LAND
APPEALS, A DECLARATION OF TAKING OF THE FOLLOWING PROPERTY IN THE TOWN OF
PLAISTOW, OWNED BY

MELTON H. SMITH

HAVERHILL CO-OP BANK (MORTGAGEE)

NAVSTAR FINANCIAL CORPORATION (MORTGAGEE)

FDG LEAGUE FINANCE CO INC. (MORTGAGEE)

TOWN OF PLAISTOW (LIENEER)

SAID PREMISES BEING LOCATED ON THE WESTERLY SIDE OF WESTVILLE ROAD
AS NOW TRAVELLED, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS
FOLLOWS

Parcel # 9 & 12

(A) For Taking Parcel # 9

Taking all that property belonging to Melton H. Smith, beginning on the Westerly line of
Westville Road, at a point which is the most southerly corner of the parcel, thence running along Lot A2
N22°26'30"W, a distance of one hundred eighteen and seven-four hundredths (118.94) meters (390.22
feet), to a point on land now or formerly of Danes & Menac Corporation, thence turning and running
along said Danes & Menac Corporation land on a curve to the left along an arc with a radius of eight
hundred eighty-three and thirty-one hundredths (883.31) meters (2898.0 feet), a distance of nine and
fifty-two hundredths (9.42) meters (30.90 feet) to a point, thence running N07°41'00"E, a distance of
seventy and thirty-eight hundredths (70.38) meters (230.92 feet) to a point on land now or formerly of
Smith, thence turning and running along said Smith land S77°36'28"E, a distance of sixty-seven and

0041770

SEP 5 2 20 PM '96

ROCKINGHAM COUNTY
REGISTER OF DEEDS

B3175 P1015

Taking the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other fixtures for drainage purposes over, under or through certain land abutting or near Westville Road in the area shown on "EXHIBIT A" and on the above-referenced plan.

Containing seventy (70) square meters (775 square feet), more or less

Temporary Construction Easement

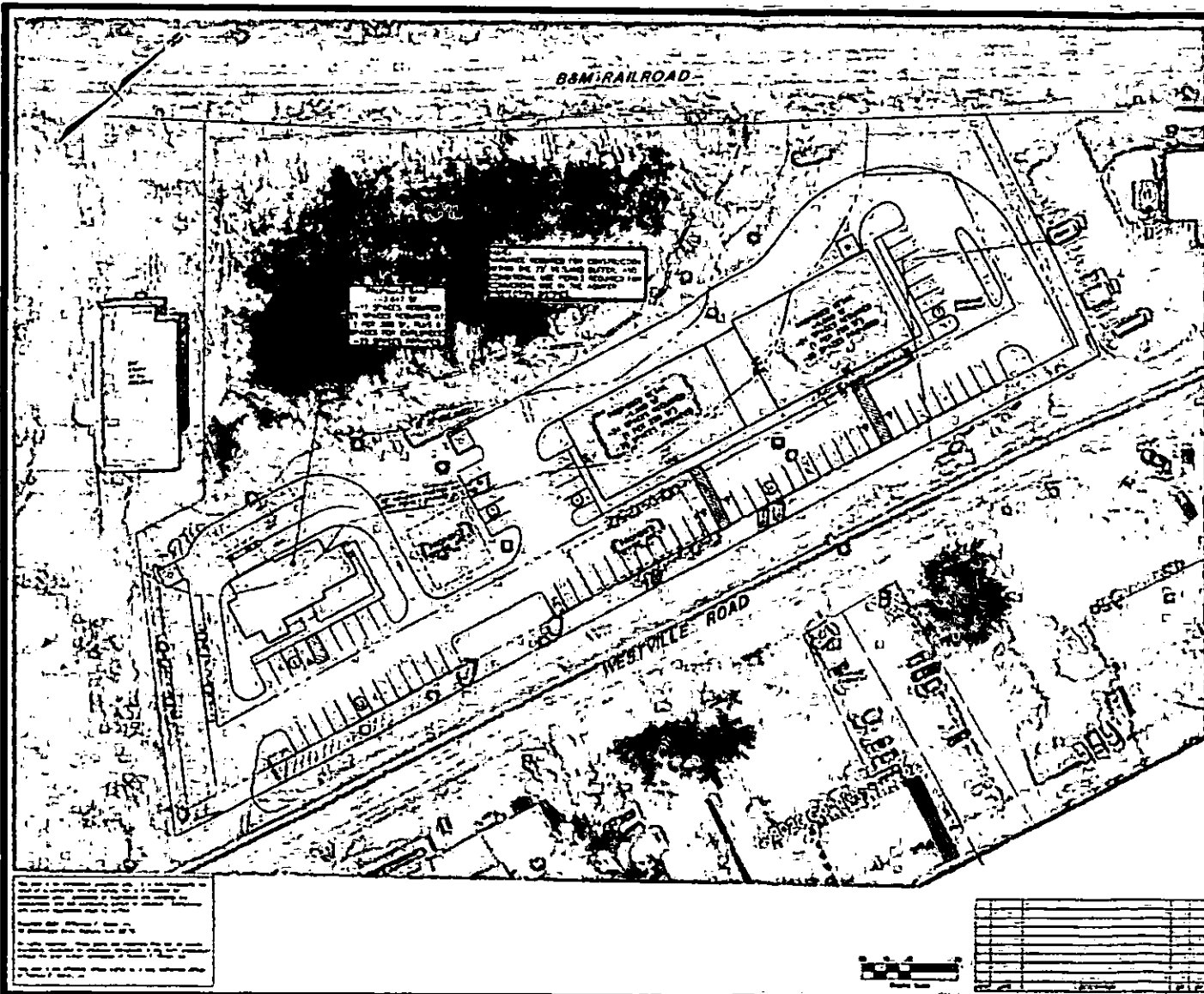
Taking the temporary right and easement to construct or reconstruct the Condominium driveway beyond the limits of the lot shown on "EXHIBIT A" for the purpose of construction of a parking lot and matching the existing driveway to Westville Road. Ground so disturbed shall be repaired as near as possible to its original condition. Said construction easement shall expire on November 31, 1997.

Containing one thousand one hundred forty (1,140) square meters (12,275 square feet), more or less.

(C) Easement

Containing in all one (1) acre (2.48 acres), more or less, of land in fee simple, a slope easement of fifty-five (55) square meters (575 square feet), more or less, a drainage easement of seventy (70) square meters (775 square feet), more or less, and a temporary construction easement of one thousand one hundred forty (1,140) square meters (12,275 square feet), more or less.

Meaning and intending to describe all of Oan property described in a deed dated December 23, 1985 recorded in the Rockingham County Registry of Deeds, Book 2577, Page 464 and a portion of that property described in a deed dated May 2, 1985 recorded in the Rockingham County Registry of Deeds, Book 2543, Page 680.



REFERENCE PLANS

1. SEE PLAN 78-107 FOR THE PROPOSED DEVELOPMENT OF THE WESTVILLE ROAD TRACT, PLANTOW, MI.

NOTES

1. THE PROPOSED DEVELOPMENT IS TO BE CONDUCTED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF PLANTOW, MI.
2. THE PROPOSED DEVELOPMENT IS TO BE CONDUCTED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF PLANTOW, MI.
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TA- MAP 78-107-26
 CONCESSION, SITE PLAN, A
 6 WESTVILLE ROAD
 PLANTOW, MI
 DESIGNED BY
 STATE OF MI
 PREPARED FOR
 NAJ NORWOOD GROUP
 SCALE: 1"=50'
 DECEMBER 02, 2020

TFM	Civil Engineer Surveyor Professional Engineer Professional Land Surveyor Professional Architect	Professional Engineer Professional Land Surveyor Professional Architect
	B/D 12/2/20 12/2/20	12/2/20 12/2/20 12/2/20



February 22, 2021

Lisa Weir, Property Manager
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

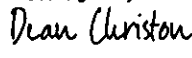
RE: Plaistow Property – 45 Westville Road

Dear Ms. Weir:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Plaistow at 45 Westville Road, described in your letter of January 6, 2021.

Thank you for giving us the opportunity to review this parcel.

Sincerely,

DocuSigned by:

83A73FB7E00047C...
Dean J. Christon
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110
Mail: PO Box 5087, Manchester, NH 03108

603.472.8623
NHHFA.org





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

New Hampshire Housing Finance Authority
Dean J. Christon, Executive Director
PO Box 5087
Manchester, NH 03108

Re: Sale of State-Owned Land in Plaistow

Dear Mr. Christon,

The New Hampshire Department of Transportation (Department) is proposing to sell a 3.8 +/- acre parcel of State-owned land located at 45 Westville Road in the Town of Plaistow, for \$461,100.00, which includes an \$1,100.00 administrative fee. This parcel identified on the Town's Tax map as Map 26, Lot 42.

The subject, was purchased for the 10044A Westville Road Park and Ride Project which was completed in 1998.

Prior to entering into a marketing and sales agreement with a realtor and pursuant to RSA 4:39-c: 1, the State of New Hampshire first offers to sell the above-mentioned parcel to the town of Plaistow. The NHDOT then follows by an offer to sell to the New Hampshire Housing Finance Authority (NHHFA).

This property will be conveyed with the following conditions:

- The buyer will have a right-of-way adjustment survey prepared by a licensed land surveyor, describing the subject parcel.
- The drainage easement, which houses a water treatment swale, will be sold along with the parcel. If the pavement remains intact, an EPA Small Municipal Separate Storm Sewer System (MS4) permit shall be obtained by the buyer. The easement is located on the easterly side of Westerville Road as shown on the enclosed plan.

If the NHHFA wishes to exercise its option to purchase the property prior to the NHDOT placing the property on the Real Estate market and only after the town of Plaistow declines to purchase the property, please respond in writing within 30-days regarding the Town's decision regarding the sale of this property.

If you have any questions, please feel free to contact me at (603) 271-7128., or lisa.weir@dot.nh.gov.

Best regards,

Lisa Weir

Lisa Weir
Property Manager

LMW/jl
Enclosures

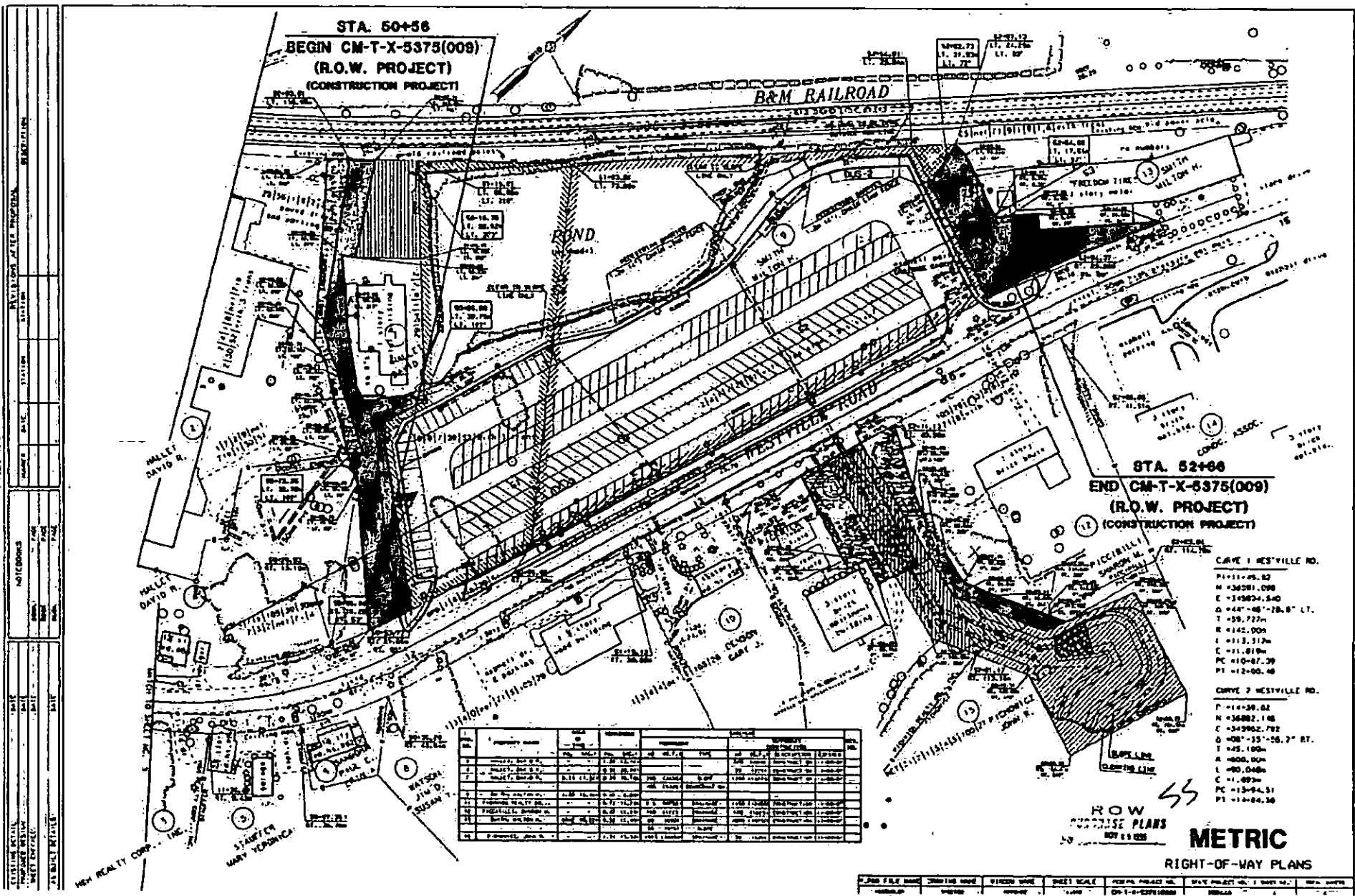
cc: Adam Smith, Assistant Administrator
Lisa Weir, Property Manager

Bureau of Right-of-Way
JO Morton Building - Room 100
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483
Tel: (603) 271-3222 Fax: (603) 271-6915

January 6, 2021

RECEIVED
JAN 12 2021
F. Sheehan
New Hampshire Housing

William Cass, P.E.
Assistant Commissioner



DATE	BY	REVISION

FILE NAME	TITLE	DATE	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

**RIGHT-OF-WAY
PLANS OF PROPOSED
FEDERAL AID PROJECT**

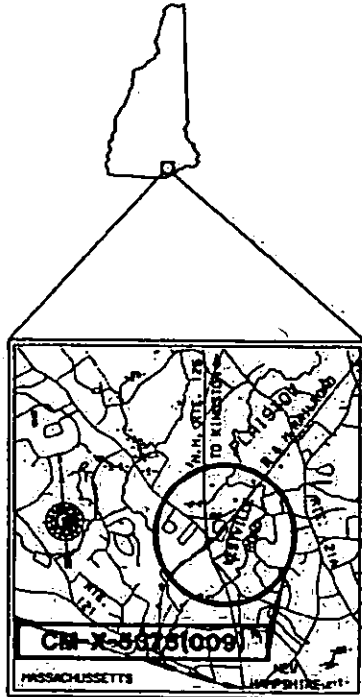
CM-X-5375 (009)
N.H. PROJECT NO. 10044A
PARK AND RIDE

STA. 50+56

**BEGIN CM-X-5375(009)
(R.O.W. PROJECT)**

STA. 52+66

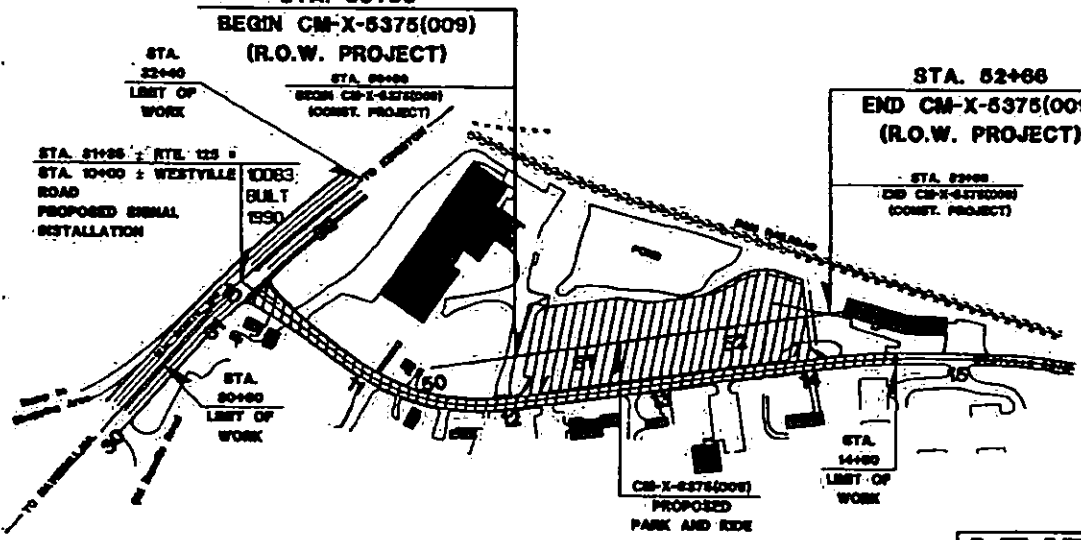
**END CM-X-5375(009)
(R.O.W. PROJECT)**



LOCATION MAP
NOT TO SCALE
FOR GRAPHIC PURPOSES ONLY

INDEX OF SHEETS

1	FRONT SHEET
2	SUMMARY SHEET
3-4	PLAN SHEETS



TOWN OF PLAISTOW
COUNTY OF ROCKINGHAM

METRIC

LAYOUT
SCALE 1:1500



APPROVED BY ADMINISTRATOR
BUREAU OF RIGHT-OF-WAY

DATE _____

NH DOT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION			
RECOMMENDED FOR APPROVAL:			
DIRECTOR OF PROJECT DEVELOPMENT		DATE	
APPROVED:		DATE	
APPROVED BY ADMINISTRATOR FEDERAL HIGHWAY ADMINISTRATION			
APPROVED:		DATE	
OFFICER ADMINISTRATION			
PROJECT NUMBER	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
CM-X-5375(009)	10044-A	1	2



PLAISTO

NEW HAMPSHIRE



LEGEND

- 100' Right-of-Way
- 75' Right-of-Way
- 50' Right-of-Way
- 25' Right-of-Way
- 10' Right-of-Way
- 5' Right-of-Way
- 2' Right-of-Way
- 1' Right-of-Way
- 0.5' Right-of-Way
- 0.25' Right-of-Way
- 0.125' Right-of-Way
- 0.0625' Right-of-Way
- 0.03125' Right-of-Way
- 0.015625' Right-of-Way
- 0.0078125' Right-of-Way
- 0.00390625' Right-of-Way
- 0.001953125' Right-of-Way
- 0.0009765625' Right-of-Way
- 0.00048828125' Right-of-Way
- 0.000244140625' Right-of-Way
- 0.0001220703125' Right-of-Way
- 0.00006103515625' Right-of-Way
- 0.000030517578125' Right-of-Way
- 0.0000152587890625' Right-of-Way
- 0.00000762939453125' Right-of-Way
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Tax Map
27

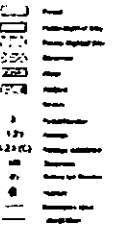


PLAISTOW

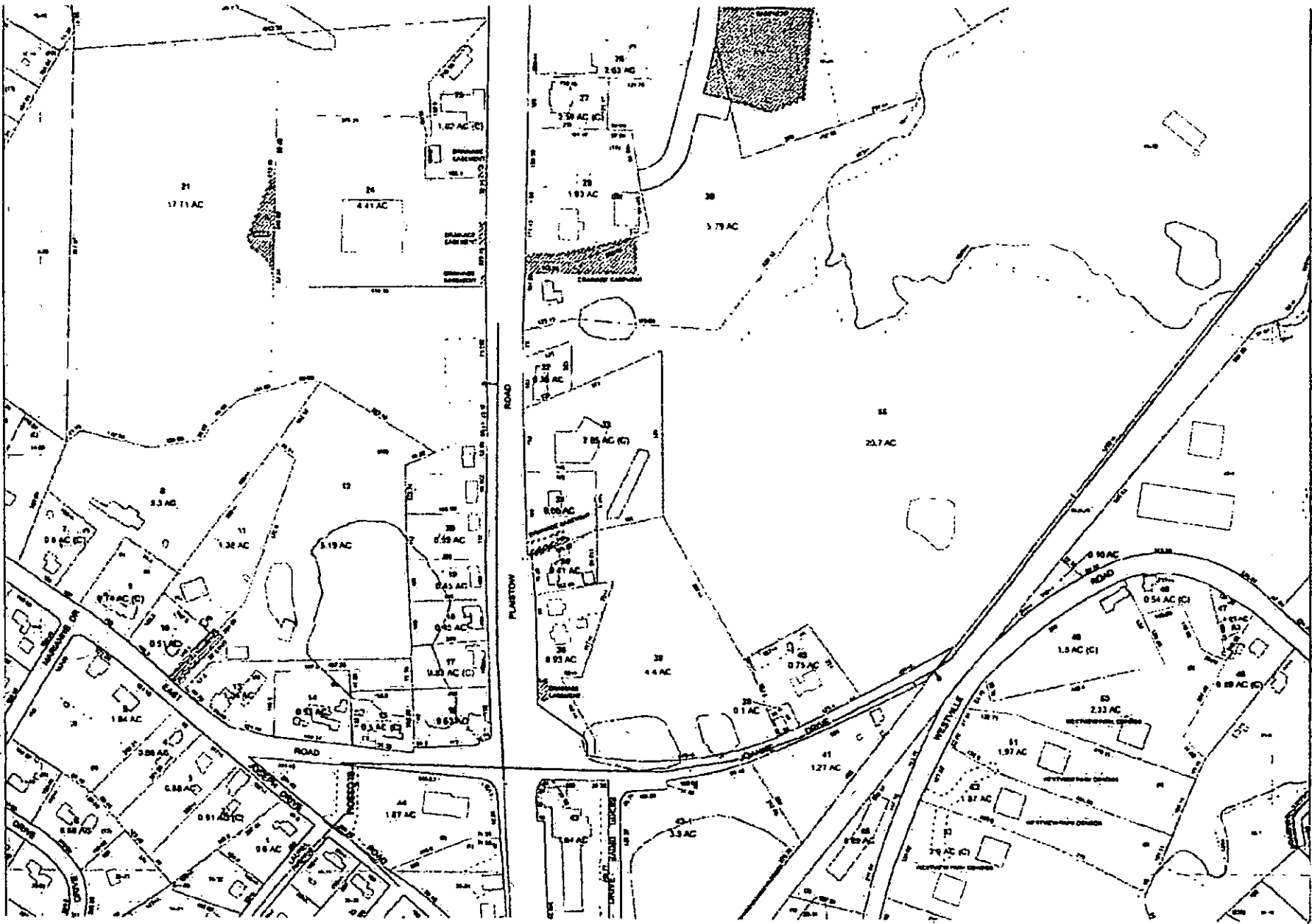
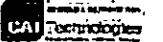
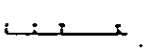
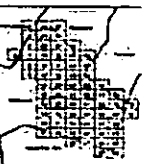
NEW HAMPSHIRE



LEGEND



SHEET NO 1



APR 09 2021



Town of Plaistow, New Hampshire RECEIVED
BOARD OF SELECTMEN

*Plaistow Town Hall
145 Main Street
Plaistow, NH 03865*

*(603) 382-5200 Office
(603) 382-7183 Fax
Email: bhossack@plaistow.com
Web: www.Plaistow.com*

April 8, 2021

Mr. Stephen LaBonte, Administrator
Bureau of Right-of-Way
NH Department of Transportation
PO Box 483
Concord, NH 03302-0483

Re: Park & Ride, Westville Road Plaistow

Dear Mr. LaBonte,

The Plaistow Board of Selectmen are not interested in buying the lot on Westville Road in Plaistow, NH known as the Park and Ride. A final decision was made at the Board meeting on September 14, 2020.

The Plaistow Board of Selectmen thank you for reaching out and letting them know about the State's decision to sell the property. If you require any additional information, please let the Town know.

Sincerely,

Beth Hossack,
Administrative Assistant
Plaistow Board of Selectmen

cc: Board of Selectmen

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



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 14th day of May, 2021 between
State of New Hampshire
("SELLER") of 45 Westville Road
City/Town Plaistow, State NH, Zip 03865
and Strategic Real Estate Management, LLC to be assignable to 45 Westville Road Realty, LLC
("BUYER") of 99 Newark Street
City/Town Haverhill, State MA, Zip 01832

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Plaistow located at 45 Westville Road
NH, 03865
County Rockingham County Book Page Date ("PROPERTY").

3. The SELLING PRICE is five hundred twenty-five thousand Dollars \$525,000.00
A DEPOSIT in the form of a personal check is to be held in an escrow account by
NAI Norwood Group ("ESCROW AGENT"). BUYER [] has delivered, or [X] will deliver to the ESCROW
AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$20,000.00
BUYER agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered on or before
N/A. 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 \$505,000.00

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

5. TRANSFER OF TITLE: On or before on or before August 31st 2021 at office of buyer's counsel
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:
Elizabeth Smith of Keller Williams Realty
is a [] seller agent [X] buyer agent [] facilitator [] disclosed dual agent
Chris Norwood of NAI Norwood Group
is a [X] 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
\$1,000.00

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

PURCHASE AND SALES AGREEMENT
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

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

RADON: 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 [] YES [X] NO

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

BY INITIALING HERE:

[Handwritten initials]

[Empty box for initials]

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 General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and other.

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

[Handwritten initials]

BUYER(S) INITIALS

[Handwritten initials]

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



- 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 Box] [Signature Box]

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

Table with 2 columns (a, b, c) and 2 columns (d, e, f, g). Rows for Restrictive Covenants, Easements, Park Rules, Condominium documentation, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, Availability and cost of Flood Insurance. Includes YES/NO checkboxes.

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.

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 () is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT CASH TERM/YEARS CASH RATE CASH MORTGAGE TYPE CASH

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]

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



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 N/A 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 N/A ("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

[Handwritten initials]

BUYER(S) INITIALS

[Handwritten initials]

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



19. ADDITIONAL PROVISIONS:

The property to be sold via a quitclaim deed. At time of transfer of title, the Buyer shall pay an \$1,100 administration fee to the State.
The transfer of title will be subject to the approval of the Governor and Executive Council
Prior to the transfer of title, the buyer shall, at their own cost and expense, provide the Department with a recordable boundary survey from a licensed land surveyor.
Property being sold with drainage easement which houses water treatment swale
Buyer to obtain an EPA Small Municipal Separate Storm Sewer System permit (MS4) if the pavement is to remain.

20. ADDENDA ATTACHED: [X] Yes [] No Letter of Intended Use attached.

21. 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.

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: Brent J. Smith as Manager
dotloop verified: 05/24/21 4:05 PM EDT WPCN-WQNH-CRST-WISG1

Empty signature and date/time boxes for the Buyer.

99 Newark Street
MAILING ADDRESS

Empty mailing address box for the Buyer.

Haverhill, MA 01832
CITY STATE ZIP

Empty city, state, and zip boxes for the Buyer.

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: Mrs. G. [Signature]
DATE/TIME

Empty signature and date/time boxes for the Seller.

45 Westville Road
MAILING ADDRESS

Empty mailing address box for the Seller.

CITY STATE ZIP

Empty city, state, and zip boxes for the Seller.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

**RIGHT-OF-WAY
PLANS OF PROPOSED
FEDERAL AID PROJECT**

CM-X-5375(009)
N.H. PROJECT NO. 10044A
PARK AND RIDE

STA. 50+56

**BEGIN CM-X-5375(009)
(R.O.W. PROJECT)**

STA. 22+00
LIMIT OF
WORK

STA. 50+56

BEGIN CM-X-5375(009)
(CONSTR. PROJECT)

STA. 21+85 : RTE. 125
STA. 10+00 : WESTVILLE
ROAD
PROPOSED SIGNAL
INSTALLATION

10003
BUILT
1930

STA. 50+56
LIMIT OF
WORK

STA. 52+08

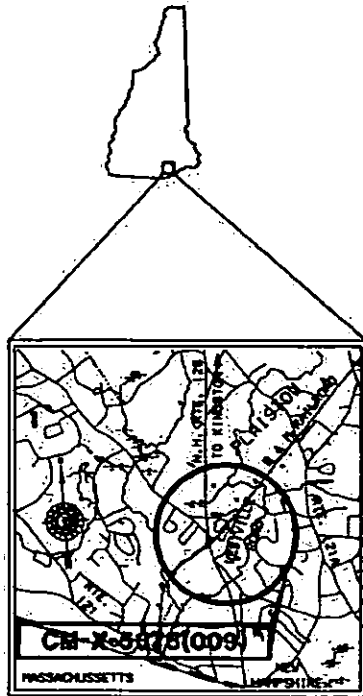
**END CM-X-5375(009)
(R.O.W. PROJECT)**

STA. 52+08

END CM-X-5375(009)
(CONSTR. PROJECT)

STA. 54+00
LIMIT OF
WORK

CM-X-5375(009)
PROPOSED
PARK AND RIDE



LOCATION MAP
NOT TO SCALE
FOR GRAPHIC PURPOSES ONLY

INDEX OF SHEETS

- 1 FRONT SHEET
- 2 SUPPLEMENTARY SHEET
- 3-4 PLAN SHEETS

TOWN OF PLAISTOW
COUNTY OF ROCKINGHAM

METRIC

LAYOUT
SCALE 1:1500



APPROVED BY ADMINISTRATOR,
BUREAU OF RIGHT - OF - WAY

NH DOT		THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECORDED AND APPROVAL:			
DESIGNER		DATE	
APPROVED		DATE	
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION			
APPROVED		DATE	
FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
CM-X-5375(009)	10044-A	1	1

REVISED BY: S. ALLEN
 DRAWN BY: J. H. HARRIS
 DATE: 10/15/70

45 Westville Road, Plaistow NH

Plaistow Park & Ride

Legend

- 📍 45 Westville Rd
- ☑️ Dunkin' Donuts
- 📦 Feature 1
- 📦 Feature 2
- 📦 Feature 3
- 🚗 Interstate Used Cars II
- 🏠 Little Explorers Learning Center
- 📦 Scandia Plastics

Google Earth

© 2021 Google

45 Westville Rd

500 ft



