



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
April 6, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 2.78 +/- acre parcel of state-owned land with improvements, located at 59 Old Ferry Road in the Town of Charlestown. The sale will be to Eric Trulson (Grantee) for \$170,000.00, plus a \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate H.G. Johnson Realty, LLC from the proceeds of the sale in the amount of \$10,200.00 (6%) for real estate services.

It has been determined by the Department's Bureau of Finance and Contracts that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2022</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$159,800.00)	<u>FY 2022</u> \$31,960.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of \$159,800.00)	<u>FY 2022</u> \$127,840.00

(Estimated amounts, actuals will be based on closing statement)

EXPLANATION

The Department wishes to dispose of 2.78 +/- acres of state-owned land, located at 59 Old Ferry Road in the Town of Charlestown. The parcel is improved with a 2-story multifamily residence, two detached

garages, and was acquired in 2015 due to its proximity with the reconstruction of NH Route 12, for the Walpole-Charlestown, 14747 project.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. The conditions of the sale are as follows:

- The Grantee will be required to solicit a NH Licensed Land Surveyor to survey and prepare a Right-of-Way Adjustment/Perimeter Boundary Line Survey to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan in the Sullivan County Registry of Deeds from which the Department will prepare the conveyance deed. The Grantee will supply a full-size copy of the recorded plan and draft description of the surveyed parcel.

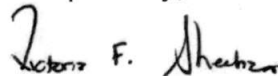
At the September 13, 2021, meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 21-033) was approved, which allowed the Department to enter into a listing agreement with H.G. Johnson Realty, LLC, to sell the above-listed property for \$185,000.00, and to assess a \$1,100.00 administrative fee. Their approval authorized the Department to compensate H.G. Johnson Realty, LLC with a 6% commission for the sale of this property.

H.G. Johnson Realty, LLC marketed the subject property and brought all offers to the Department for consideration. On March 3, 2022, the Department entered into a Purchase and Sale Agreement with Eric Trulson and/or assigns for \$170,000.00, plus a \$1,100.00 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Charlestown, and they do not have an interest in the property. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, and they do not have an interest in the property.

The Department respectfully requests authorization to sell the subject parcel to Eric Trulson, and compensate H.G. Johnson Realty, LLC.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/ARP
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Stephen G. LaBonte
Administrator



DATE: August 19, 2021

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

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

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

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of 2.78 +/- acres of state-owned land, with improvements, located at 59 Old Ferry Road in the town of Charlestown. The Department will enter into a listing agreement for a term of one year with H.G. Johnson, LLC, with a 6% sales commission. The asking price for this parcel is \$185,000.00, plus an administrative fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department requests authorization to negotiate within the Committee's current policy guidelines of 10% downward of the asking price.

EXPLANATION

The Department wishes to dispose of 1.80 +/- acres of state-owned land located at 59 Old Ferry Road in the Town of Charlestown. This property is improved with a 2-story single-family residence. Additionally, the Department wishes to dispose of 0.98 +/- of an acre of state-owned vacant land abutting the subject parcel.

The two properties were acquired in 2015 due to their proximity with the reconstruction of NH Route 12 for the Walpole-Charlestown, 14747 project for \$173,000.00.

The departmental review determined that the subject parcels are surplus to the Department's operational needs and available for disposal.

This sale does not require any additional conditions:

In accordance with New Hampshire Administrative Code, Chapter Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 2 (Cheshire and Sullivan 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 two firms.

H.G. Johnson, LLC PO Box 10234 Swanzey, NH 03446	\$185,000.00
Carey & Giampa Realty 21 Orchard Road Wolfboro, NH 03864	\$304,166.00
State Appraisal	\$174,000.00



59 Old Ferry Rd

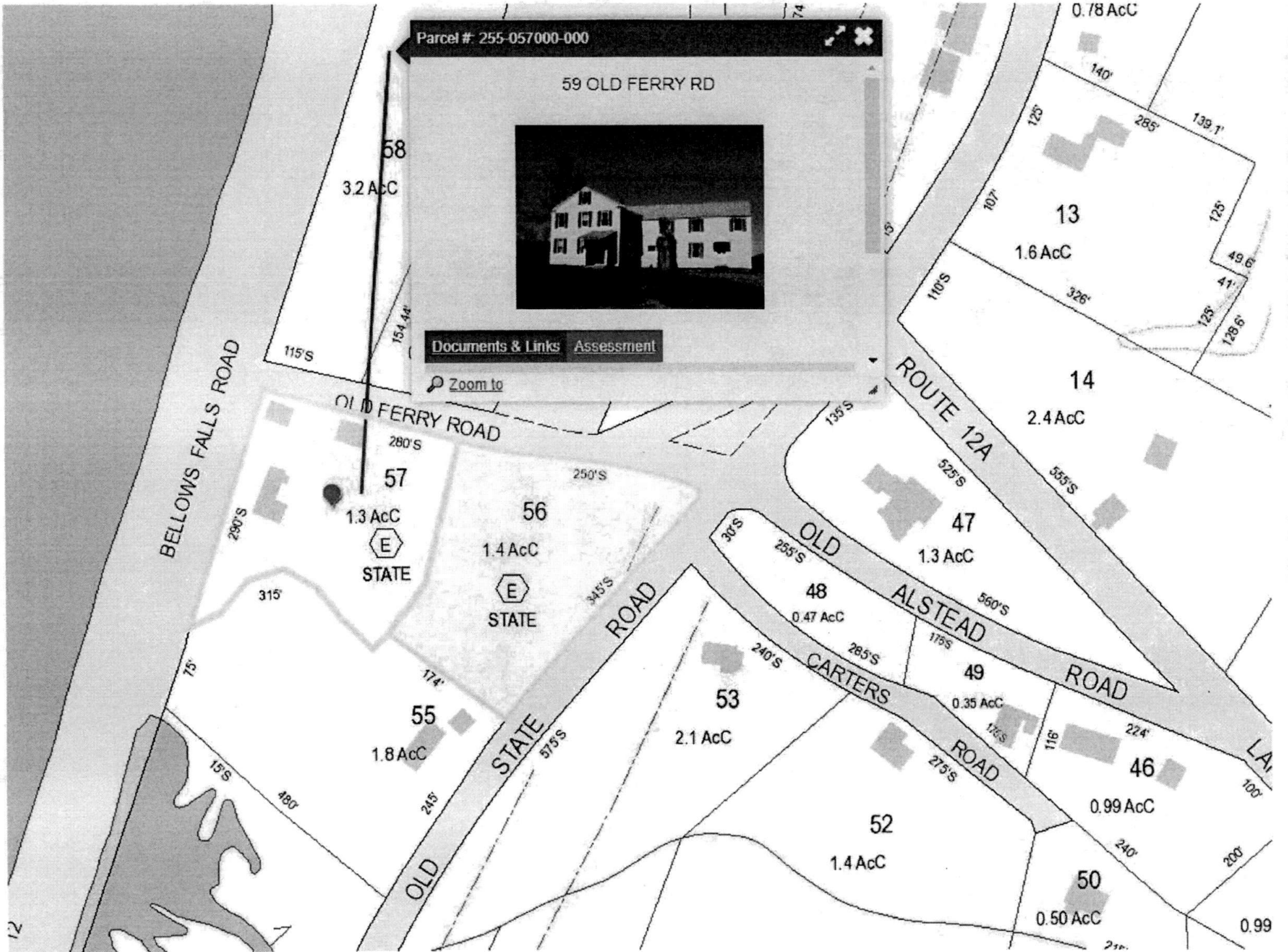
Parcel # 255-057000-000

59 OLD FERRY RD



Documents & Links Assessment

Zoom to



Pacuk, Andrew

From: Jessica Dennis <jessica@charlestown-nh.gov>
Sent: October 7, 2021 9:07 AM
To: Pacuk, Andrew
Subject: 59 Old Ferry Road

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Morning Andrew,

Per the Selectboard meeting last night, this email is to confirm the Town of Charlestown is not interested in purchasing the two parcels on Old Ferry Road in Charlestown, Map 255, Lots 56/57.

Please let us know if you need anything additional at this time.

Sincerely,

Jessica K. Dennis
Administrator



Town of Charlestown, NH
233 Main Street
P.O. Box 385
Charlestown, NH 03603
Phone: (603) 826-5368
Fax: (603) 826-3709
Web: www.charlestown-nh.gov

Please remember not to use "Reply all" when replying to e-mails sent from this office. Doing so runs the risk of holding a meeting via e-mail which violates the Open Meeting provisions of RSA 91-A.

Emails sent to and from this address are subject to NH RSA 91-A and may be subject to disclosure to third parties.



NEW HAMPSHIRE
HOUSING

DEAN J. CHRISTON
Executive Director
dchriston@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

SEP 23 2021

RECEIVED

September 21, 2021

Stephen G. LaBonte, Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Charlestown property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property in Charlestown, described in your letter of September 15, 2021.

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

Sincerely,

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



New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

1. THIS AGREEMENT made this 3rd day of March between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Eric Trulson ("BUYER") of 15 Paul Street, Watertown, MA 02472

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Charlestown, located at: 59 Old Ferry Road and recorded in Sullivan County Book 1950 Page 0361 Dated (PROPERTY).

3. The SELLING PRICE is \$170,000.00 Dollars, plus an \$1,100.00 administrative fee. A DEPOSIT in the form of a \$2,000.00 is to be held in an escrow account by ("SELLER"), BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$168,000 Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered on or before N/A. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire certified cashier's or trust account check in the amount of \$168,000

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

5. TRANSFER OF TITLE: On or before May 15, 2022 at TBD or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. 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 the SELLER within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYERS(S) acknowledge the roles of the agents as follows: Greg Johnson of HG Johnson 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. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded, and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds 5,000.00. This is the only remedy available to BUYER should such loss occur.

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 (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

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

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

11. PROPERTY INCLUDED: All Fixtures;

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

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

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. Disclosure Required: ___ YES ___ NO

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

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

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

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

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

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

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

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of 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:

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within 45 days from the effective date of the Agreement falling 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 (X is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT 80% TERM/YEARS RATE MORTGAGE MKT TYPE TBD

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

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

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of 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 ¹⁵ 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 April 15, 2022 ("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.

SELLER(S) INITIALS

[Signature]

BUYER(S) INITIALS

DS
ET

**New Hampshire Department of Transportation
PURCHASE AND SALES AGREEMENT**

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.

19. ADDITIONAL PROVISIONS:

This Purchase and Sales Agreement is subject to approval by the Governor and Executive Council

The buyer shall be responsible for the \$1,100.00 administrative fee.

The Buyer understands and will be responsible for submitting a recordable Right of Way adjustment Survey/Boundary line Survey, prepared at the Buyer's expense, by a land surveyor licensed in the State of New Hampshire. This Survey will describe the area being acquired and will prepare the deed for sale of this parcel.

20. ADDENDA ATTACHED: Yes No

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

SELLER(S) INITIALS MS / BUYER(S) INITIALS ET

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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.

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

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

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

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

Form with fields for BUYER, DATE, TIME, MAILING ADDRESS, CITY, STATE, ZIP.

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

Handwritten signature and date/time: 3/14/22 3:55 PM

DocuSigned by: Eric Trulson 3/22/2022 | 8:08 AM PDT

MAILING ADDRESS fields for both parties.

Concord, New Hampshire 03302

CITY STATE ZIP fields for both parties.

**ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT**



This 1 Addendum to the Purchase and Sales Agreement with an effective date of March 3, 2022 between
State of New Hampshire Department of Transportation ("SELLER"), and
Eric Trulson ("BUYER"), for
the property located at 59 Old Ferry Rd, Charlestown,
hereby agree to the following:



Evidence of Financing extended from March 18th, 2022 to April 1st, 2022.

Commitment of Financing extended from April 15th, 2022 to June 15, 2022.

Transfer of Title extended from May 15th, 2022 to July 15th, 2022.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

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.

DocuSigned by: <u>Eric Trulson</u>	3/21/2022 1:01 PM PDT		
BUYER Eric Trulson	DATE / TIME	BUYER	DATE / TIME
			
SELLER State of New Hampshire Department of	DATE / TIME	SELLER	DATE / TIME
 NHDOT	3/21/22	BUSAM	