



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



15

Bend

JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

Bureau of Right-of-Way
 February 11 2015

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.54 +/- of an acre parcel of State owned land located on the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham to Michael Terrizzi and Jon McGlashan and/or assigns for seventy-seven thousand five hundred (\$77,500.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Shea Commercial Properties, Inc. from the proceeds of the subject sale in the amount of four thousand six hundred fifty (\$4,650.00) dollars (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$72,850.00 (\$77,500.00 - \$4,650.00). It has been determined by the Division of Finance that this parcel was originally purchased with 78.8% Federal Funds and 21.2% Highway Funds.

Funding is to be credited to the Highway Fund as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2015</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (21.2 % of \$72,850.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2015</u> \$15,444.20
04-096-096-963515-3054-401771 Consolidated Federal Aid (78.8 % of \$72,850.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2015</u> \$57,405.80

EXPLANATION

The Department of Transportation wishes to sell a 0.54 +/- of an acre parcel of State owned land located at the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham.

This parcel, acquired in 2003, is a combination of the remainders of two (2) contiguous parcels acquired in connection with the construction of NH Route 28 through this area for the Windham – Salem project (Federal project # NHS-RS-RUR-M-STP-F-T-0381(005), State project # 10075) and which are not needed for highway purposes.

This parcel will be granted one (1) access point to NH Route 28. The Department will also retain slope easements on this parcel as needed.

This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

Approval of the sale of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Highway funds.

On November 18, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Shea Commercial Properties, Inc. to sell the above property for eighty thousand (\$80,000.00) dollars. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines. Also, the Long Range Capital Planning and Utilization Committee approved at their November 18, 2014 meeting to compensate Shea Commercial Properties, Inc. a 6% commission for the sale of this property.

Shea Commercial Properties, Inc. marketed the subject property and brought all offers to the Department for consideration. On November 20, 2014, the Department entered into a Purchase and Sale Agreement with Michael Terrizzi and Jon McGlashan and/or assigns for seventy-seven thousand five hundred (\$77,500.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

In accordance with RSA 4:39-c, the Town of Windham has been offered this property at the approved purchase price and responded to the Department that they are not interested in purchasing the property. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D: 2 and responded to the Department that they also were not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 0.54 +/- of an acre parcel of land to Michael Terrizzi and Jon McGlashan and/or assigns for seventy-seven thousand five hundred (\$77,500.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed to pay a commission of four thousand six hundred fifty (\$4,650.00) dollars (6%) from the proceeds to Shea Commercial Properties, Inc. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,


David J. Brillhart
Acting Commissioner

DJB/PJM/dd
Attachments

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY
NOV 21 2014
RECEIVED



LRCP 14-033

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

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

November 19, 2014

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

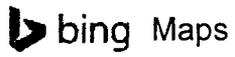
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 18, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Shea Commercial Properties, Inc. for a term of one (1) year for the sale of a 0.54 acre parcel of State owned land located on the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham for \$80,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 7, 2014.

This item (LRCP 10-059) was originally approved by the Long Range Capital Planning and Utilization Committee on November 15, 2010, with subsequent approved action on (LRCP 12-001) January 31, 2012 and (LRCP 12-047) September 18, 2012.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

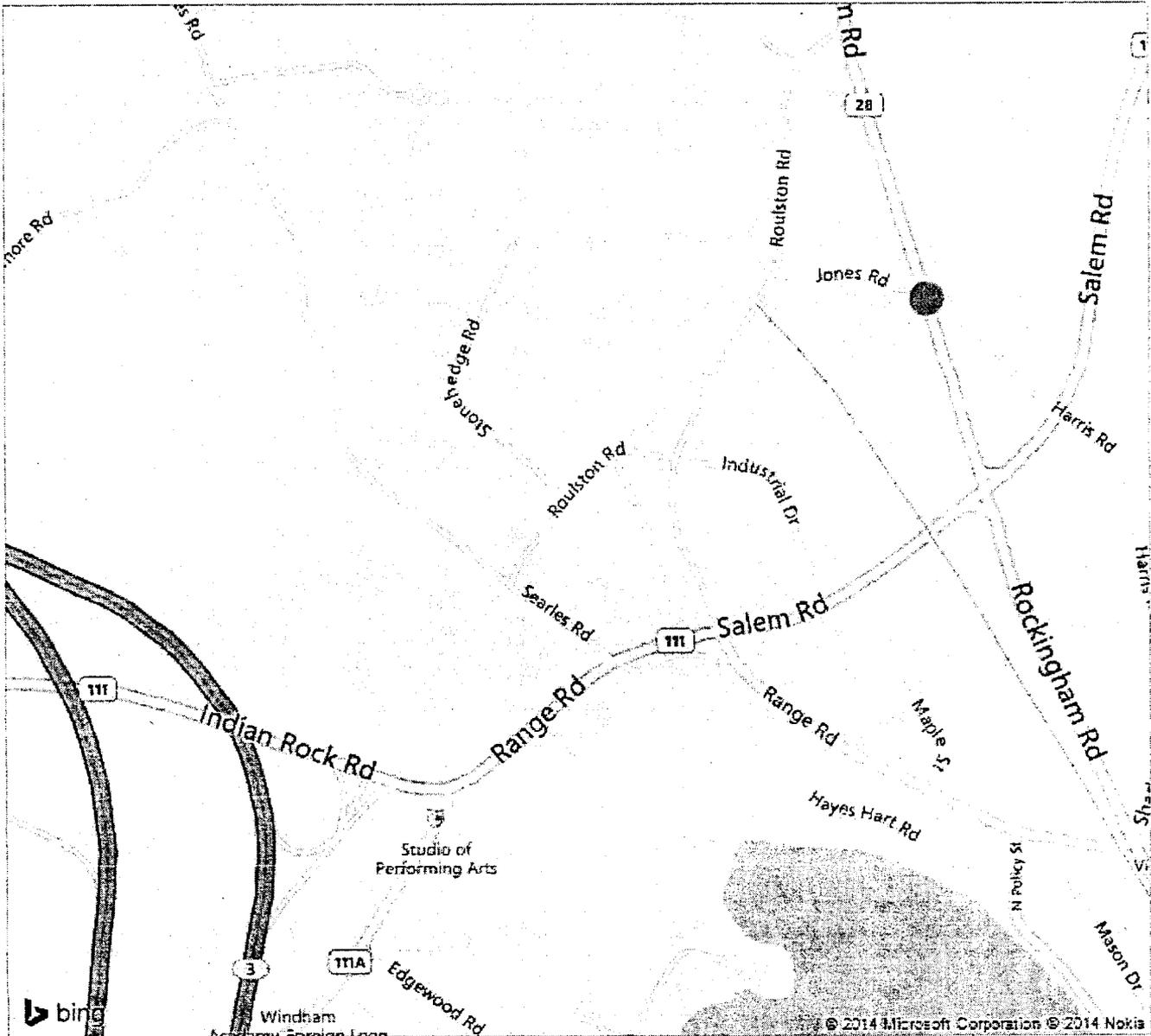
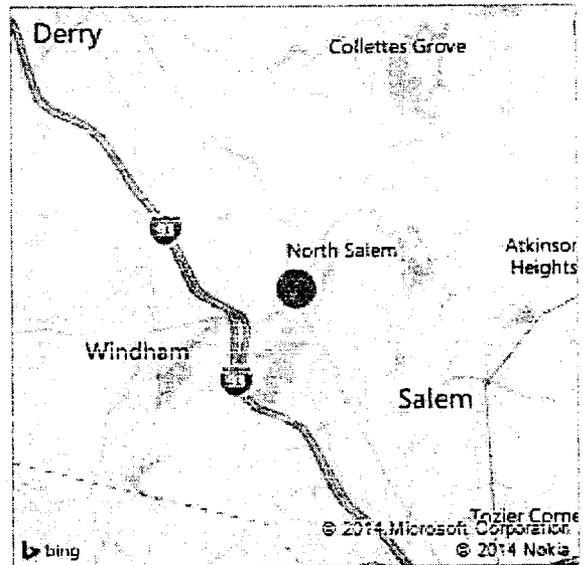
JAP/pe
Attachment

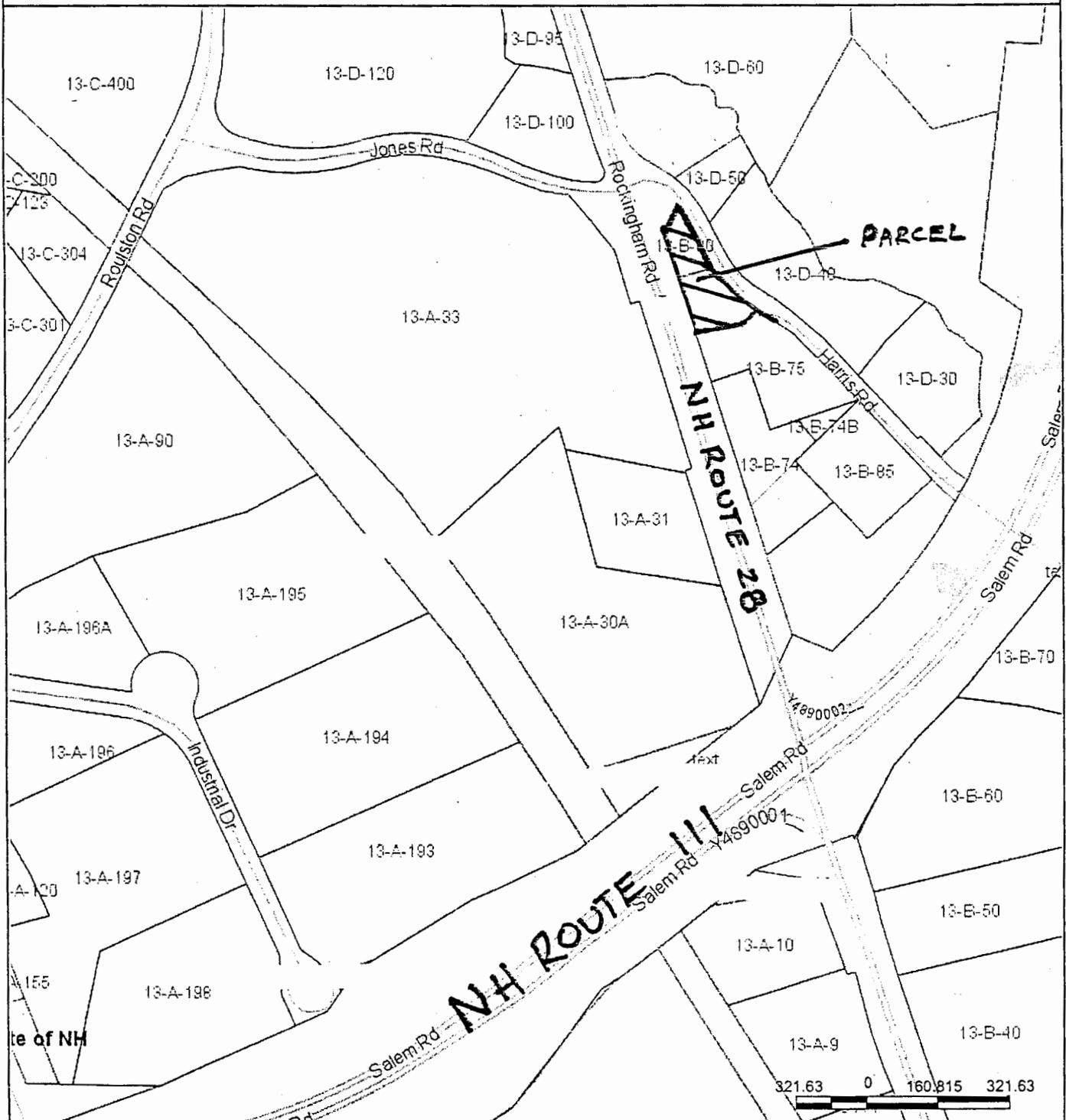


42 Rockingham Rd, Windham, NH 03087

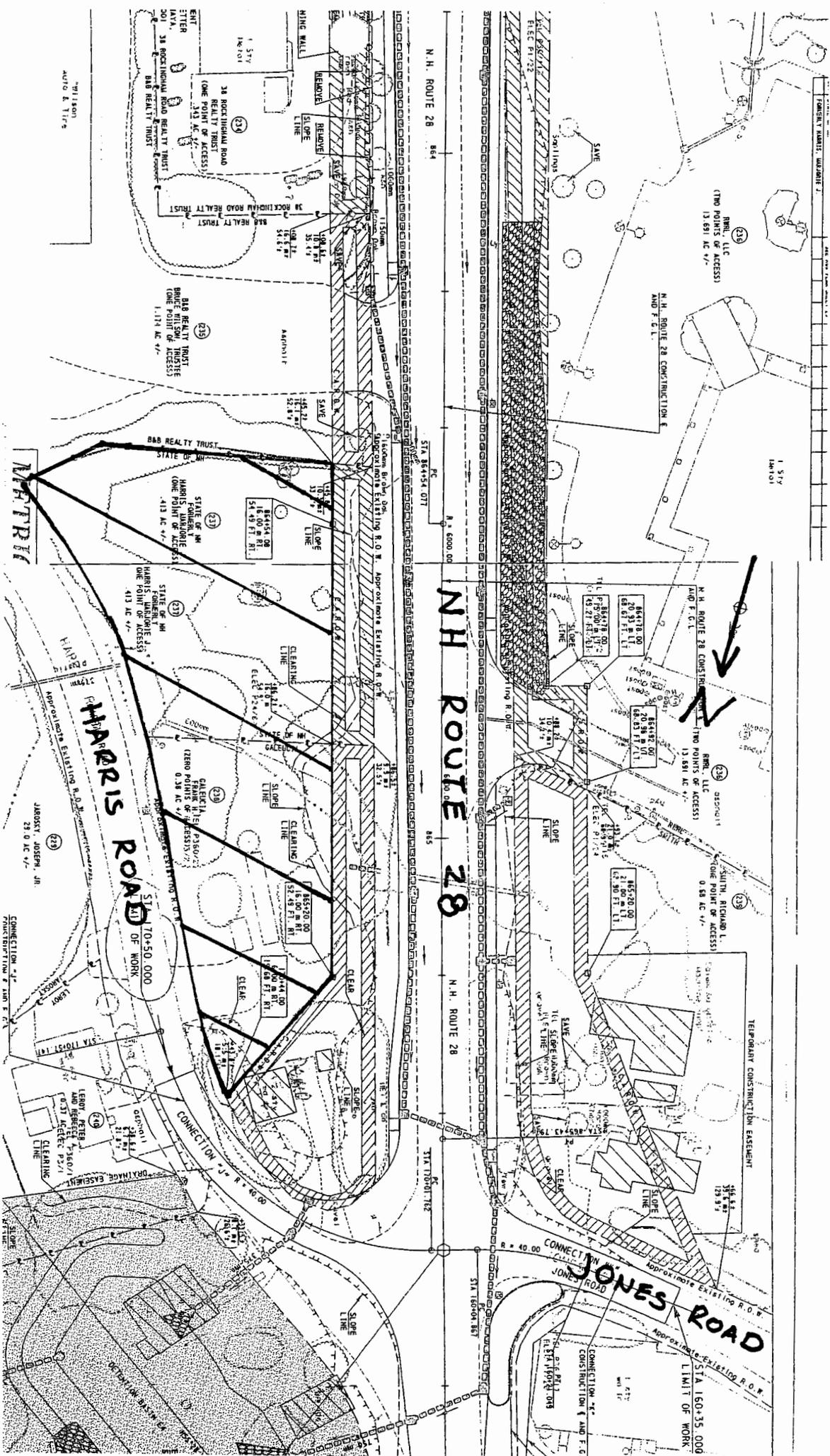
My Notes

On the go? Use m.bing.com to find maps, directions, businesses, and more





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NH ROUTE 28

HARRIS ROAD

JONES ROAD

M.H. ROUTE 28 CONSTRUCTION & AND F.C.L.



TOWN OF WINDHAM, NEW HAMPSHIRE

OFFICE OF THE SELECTMEN AND TOWN ADMINISTRATOR

POST OFFICE BOX 120, 4 NORTH LOWELL ROAD, WINDHAM NH 03087-0120

December 17, 2014

Mr. Charles Schmidt, PE
Administrator
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

DEC 18 2014

RECEIVED

Re: Sale of State Owned Land – Windham-Salem 10075, Parcels 237 and 238

Dear Mr. Schmidt:

Thank you sending your November 20, 2014 letter offering the Town the opportunity to purchase the above referenced lots. In January of 2011 as well as in February 2012, the Town responded to similar letters regarding these parcels and indicated that we did not have a desire to purchase them but that we would request that the State 1) merge these lots prior to sale, or 2) that the lots be required to be merged as a condition of the sale.

In response to the immediate request the Town continues to not be interest in acquire the parcels but reaffirms its request to have these lots consolidated either before or as a condition of the sale.

Respectfully submitted,

David Sullivan
Town Administrator



New Hampshire Housing
Bringing You Home

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

JAN 02 2015

RECEIVED

December 29, 2014

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

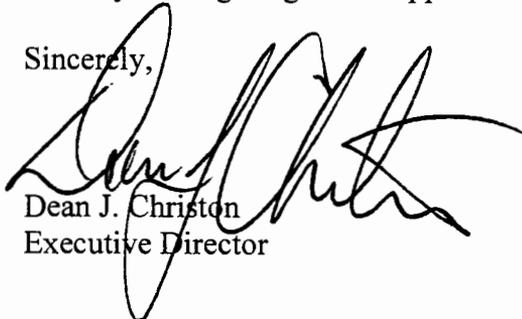
RE: Windham Property – Windham-Salem 10075, Parcel 136

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Windham described in your letter of November 21, 2014.

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

Sincerely,



Dean J. Christon
Executive Director

DJC:clp
Attachments

New Hampshire Housing Finance Authority

32 Constitution Drive Bedford, NH 03110 Mailing Address: P.O. Box 5087 Manchester, NH 03108 (603) 472-8623 TDD: (603) 472-2089

Littleton Office: 41 Cottage Street Littleton, NH 03561

www.nhhfa.org

JAN 23 2015

RECEIVED



PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT
COMMERCIAL, INVESTMENT & INDUSTRIAL REAL ESTATE

This agreement made this 29th day of November, 2014 between:
Department of Transportation
State of New Hampshire Bureau of Right of Way of 7 Hazen Drive / PO Box 483

City Concord County _____ State NH Zip 03302 (hereinafter referred to as SELLER).
and Michael Ternzzi & Jon McGlashan and/or assigns of 6 Settlers Ridge Rd
City Windham County Rockingham State NH Zip 03087 (hereinafter referred to as BUYER).

WITNESSETH: That the SELLER agrees to sell and convey and the BUYER agrees to PURCHASE the real estate located in Windham NH known or more particularly described as vacant land Map 20 Lot 13-B- 80 / 0.19+- acre & Map 20 Lot 13-B-77 / 0.38+- acre including the following personal property: N/A
Book _____ Page _____ Date _____

PURCHASE PRICE: \$ 77,500.00 / Seventy Seven Thousand Five Hundred & 00/100 Dollars

ALLOCATION OF PURCHASE PRICE: The purchase price shall be allocated, between the real property and the personal property, by mutual agreement by BUYER and SELLER within 0/a days of this Agreement

DEPOSITS:

- a. Initial Deposit: An initial deposit, receipt of which is hereby acknowledged, in the amount of \$ 7,000.00 is to be applied first toward the purchase price, and is to be held in an escrow account by Shea Commercial Properties, Inc
- b. Additional Deposit: An additional deposit, to be applied to the Purchase Price in the amount of \$ 0.00 is to be paid on or before N/A and is to be held in an escrow account by N/A. Balance Due: \$70,500.00

TRANSFER OF TITLE: SELLER agrees to:

- a. Convey the real property to the BUYER by a good and marketable Quit Claim deed, free and clear of all encumbrances, except as noted herein.
- b. Convey all personal property to the BUYER by Bill of Sale, free and clear of all encumbrances, except as noted herein. In the event that the title to the subject property, pursuant to the above, proves not to be marketable, all rights and obligations herein may, at the BUYER's option, terminate and all deposit monies returned to BUYER.
- c. Closing to be held on or before 30 day after receipt of building approvals not to exceed 6-30-2015

POSSESSION: Possession, free of all tenants, occupants and all personal property except as provided herein, is to be given on or before date of closing

INSURANCE: The premises and contents shall, until the full performance of this agreement, be kept insured against Fire, with Extended Coverage, by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of title, to the BUYER, unless the premises and contents shall have been restored to their former condition by the SELLER; or, at the option of the BUYER, this agreement may be rescinded and any deposit monies refunded if loss shall exceed: \$ N/A. The SELLER shall provide evidence of current insurance coverage to the BUYER upon request

Michael Ternzzi

-Continued-

MAINTENANCE: Until possession is delivered, SELLER agrees to maintain all real and personal property in good condition and working order.

INSPECTIONS: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific areas of concern. The Agent makes no warranties or representations regarding the condition, permitted use or value of the SELLER's real or personal property. This contract is subject to the following inspections, with results being satisfactory to the BUYER

TYPE OF INSPECTION:	RESULTS TO SELLER	TYPE OF INSPECTION:	RESULTS TO SELLER
a. Environmental Inspection	within 90 Days	1	within ___ Days
b	within ___ Days	2	within ___ Days
c	within ___ Days	h	within ___ Days
d	within ___ Days	i	within ___ Days
e	within ___ Days	j	within ___ Days

The use of days is intended to mean calendar days from the effective date of the contract. All inspections will be done by professionals normally engaged in the business, to be chosen and paid for by the BUYER. If the results of any inspection or other condition specified herein reveal significant defects which, were not disclosed or previously known to the BUYER, the SELLER shall have the option of repairing the unsatisfactory condition(s) prior to transfer of title if the BUYER and SELLER both agree, failing which the BUYER may terminate the contract and all deposits shall be returned to the BUYER. Notification in writing of intent to so repair should be delivered to the BUYER or BUYER's Agent within five (5) days of receipt by the SELLER of notification of unsatisfactory condition(s). Should the SELLER elect not to repair such unsatisfactory condition(s), the BUYER may declare the contract null and void by notifying the SELLER in writing within five (5) days of receipt of SELLER's election not to repair, and any earnest money shall be returned to the BUYER. If the BUYER does not notify the SELLER that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the BUYER. In the absence of the inspection(s) mentioned above, the BUYER is relying completely upon the 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

PRORATIONS: All income earned but not received, all expense incurred but not paid out, all income received but not earned, and all expense paid out but not incurred as of the date of transfer of title shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.

LIQUIDATED DAMAGES AND INTERPLEADER PROVISIONS: If the BUYER shall default in the performance under this agreement, the amount of the deposit may, at the option of the SELLER, become the property of the 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 shall be discharged from its obligations as recited herein, and each party to this agreement shall thereafter hold the Escrow Agent harmless in such capacity. Each party hereto agrees that the Escrow Agent may deduct the cost of bringing up such Interpleader Action from the monies held in escrow prior to the forwarding of same to the Clerk of such Court.

FINANCING: This agreement is or is not contingent upon BUYER obtaining financing under the following terms:

a. Amount: n/a b. Rate: n/a c. Type: n/a d. Term: n/a

e. Application: Application for financing must be made on or before n/a, failing which, this contingency shall be deemed to have been waived

f. Evidence of Financing Commitment: On or before n/a BUYER shall provide SELLER or SELLER's agent with written evidence, acceptable to the SELLER, as to the BUYER's ability or inability to obtain financing, TIME BEING OF THE ESSENCE. Upon such notification, if the BUYER is unable to obtain financing, this agreement shall become null and void and the Escrow Agent is hereby authorized to return BUYER's deposit in full. In the event that the BUYER fails to comply with such written notification, the financing contingency shall lapse or, at the SELLER's option, the agreement shall become void and in such event, the Escrow Agent is hereby authorized to return the BUYER's deposit in full.

One M.T. Jan.

AGENT: The undersigned SELLERS and BUYERS understand that Shea Commercial Properties, Inc. Agency represents the SELLER, and N/A Agency Represents the BUYER in this transaction.

ADDITIONAL PROVISIONS:

This purchase and sale agreement is subject to the following contingencies

Buyer receiving all Town of Windham NH State of NH approvals to construct a 4500+/- square foot building In the event the Town of Windham, NH and/or the State of NH does not issue approvals to construct a 4500+/- square foot building, this agreement shall become null & void and all deposits shall be returned to the Buyer

Property shall have One (1) curb cut on Rockingham Rd Route 28 Windham NH

Buyer acknowledges the Town of Windham NH, and the New Hampshire Housing Finance Authority and other State and County agencies have the first right of refusal on this property. In the event the Town of Windham NH and/or the New Hampshire Housing Finance Authority or other State and County agencies exercise their first right of refusal, this purchase and sale agreement shall become null and void and all deposits shall be returned to the Buyer

Buyer acknowledges the sale of the property is subject to Governor & Executive Council approval, in the event the Governor and/or Executive Council do not ~~approval~~ ^{approve} of the sale this agreement shall become null and void and all deposits shall be returned to the Buyer

CAS MT JWR

Seller and Buyer shall be responsible for their own closings costs

Buyer shall be responsible for its own Real Estate Real Estate (50%) Transfer Tax

In addition to the purchase price the Buyer is subject to an additional administrative fee of \$1 100 00

As a condition of the sale, the buyer will merge the two (2) lots into (1) lot

CAS MT JWR

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

ACCEPTED:

[Signature]
BUYER

Jon McGlashan Buyer
PRINTED TITLE

11/24/2014
DATE

[Signature]
BUYER

Michael Trevisz Buyer
PRINTED TITLE

11/24/2014
DATE

[Signature]
SELLER

Charles Schmidt Admin.
PRINTED TITLE

12/3/14
DATE

SELLER

PRINTED TITLE

DATE

Shea

Commercial Properties, Inc.

Addendum

to

Purchase & Sale Agreement

Dated December 3, 2014

between

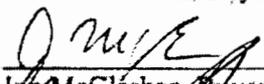
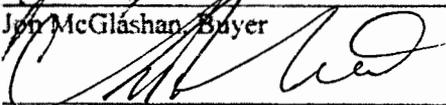
State of New Hampshire, Department of Transportation, Seller

&

Michael Ternzzi & Jon McGlashan and/or assigns, Buyer

Property Windham NH Tax Map 20 Lot 13-B-80 & Map 20 Lot 13-B-77

The Buyer must provide at least thirty (30) days of its intent to assign its rights under this Agreement. The Seller has fifteen (15) days from the date of receiving that notice to deny the proposed assignment. Seller shall not unreasonably deny any such proposed assignment.

 _____ Michael Ternzzi, Buyer	<u>11/17/15</u> Date
 _____ Jon McGlashan, Buyer	<u>11/17/2015</u> Date
 _____ State of New Hampshire, Dept of Transportation, Seller	<u>1/23/15</u> Date

Shea

Commercial Properties, Inc.

LISTING AGREEMENT

The following listed Owner(s) STATE OF NEW HAMPSHIRE
of property located at 2 Harris Road Map 20 Lot 13-B-80 Windham NH 03087 0.19+/- acre
and 42 Rockingham Road Rte 28, Map 20 Lot 13-B-77 Windham, NH 03087 0.38+/- acre
and described as two (2) contiguous parcels (State Parcel ID 238 & 237) give(s) Shea
Commercial Properties, Inc., the exclusive right to sell the said property for a sale price of
Eighty Thousand and 00/100 Dollars (\$80,000.00).

Commencing on the date of execution, this contract shall remain in effect for a period of twelve
(12) months from the date of this agreement and shall terminate November 19, 2015.

**The sale of the property is subject to Governor and Executive Council approval;
The sale is subject to the first right of refusal to the Town of Windham, NH., the New
Hampshire Housing Finance Authority and/or other State or County agencies.**

**In the event the property is purchased by any of the aforementioned entities, no
commission shall be due to Shea Commercial Properties, Inc. In addition to the purchase
price, the buyer will be subject to an additional Administrative Fee of One Thousand One
Hundred and 00/100 Dollars (\$1,100.00)**

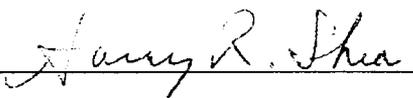
SALE COMMISSION

If a ready, willing and able Buyer is procured before the expiration of this agreement, the
Owner(s) agree(s) to pay Shea Commercial Properties, Inc. a fee for professional services of six
(6%) percent of the actual sale price.

The owner grants Shea Commercial Properties, Inc the sole and exclusive right to place an
appropriate sign on said property.

A copy of this contract is to be received by all parties of this agreement, and by signature, receipt
is hereby acknowledged.

Owner:  Date: 11/20/14

Shea Commercial Properties, Inc:  Date: 11/19/15