



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
July 9, 2018

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to sell a 0.83 +/- acre parcel of State owned land improved with a single-family residence located at 65 Bigelow Hill Road in the Town of Troy to Adam Jenisch for \$85,000.00 plus a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, further authorize the Department of Transportation to compensate HG Johnson Real Estate from the proceeds of the subject sale in the amount of \$4,250.00 (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$80,750.00 (\$85,000.00 - \$4,250.00 = \$80,750.00). It has been determined by the Division of Finance that this parcel was originally purchased with 100% Highway Funds.

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

04-096-096-960015-0000-UUU-402156	<u>FY 2019</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2019</u>
Sale of Parcel	\$80,750.00
(100% of \$80,750.00)	
(Estimated amount, actual will be based on Closing Statement)	

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land improved with a single family residence located at 65 Bigelow Hill Road in the Town of Troy.

This property was acquired in 2000 for the proposed Troy Bypass project (Troy NHS-T-F-013(035), 10434. In 2016, the Department dissolved this Bypass project and is pursuing the disposal of some of the parcel acquired for this Bypass project.

The need for the 0.83 +/- acre parcel and improvement has been reviewed by the Department and has been determined to be surplus to our operational needs and interest for the purpose of disposal.

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 February 21, 2018, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with HG Johnson Real Estate to sell the above property for \$85,000.00. 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 February 21, 2018 meeting to compensate HG Johnson Real Estate a 5% commission for the sale of this property.

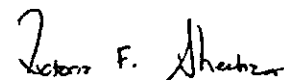
HG Johnson Real Estate marketed the subject property and brought all offers to the Department for consideration. On June 22, 2018, the Department entered into a Purchase and Sale Agreement with Adam Jenisch for \$85,000.00 plus a \$1,100.00 Administrative Fee.

In accordance with RSA 4:39-c, the Town of Troy has been offered this property at the approved purchase price and responded to the Department that they were 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 were not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 0.83 +/- of an acre parcel of land to Adam Jenisch for \$85,000.00, plus a \$1,100.00 Administrative Fee. The Department has also agreed as part of the sale to pay a commission of \$4,250.00 (5%) from the proceeds to HG Johnson Real Estate. 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,



Victoria F Sheehan
Commissioner

VFS/PJM/pfc
Attachments

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 27th day of April, 2018 between
State of NH
_____ ("SELLER") of Hazen Dr
City/Town Concord, State NH Zip 01302
and Adam Jenisch
_____ ("BUYER") of 5 Stonefield Ln
City/Town Swansey, State NH Zip 03446-3716

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Troy located at 65 Bigelow Hill Rd
County Cheshire Book 1743 Page 202 Date 04/27/2018 ("PROPERTY").

3. The SELLING PRICE is Eighty-Five Thousand Dollars \$85,000.00
A DEPOSIT in the form of 500.00 is to be held in an escrow account by HG Johnson Real Estate ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within _____ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$_____. BUYER agrees that an additional deposit of earnest money in the amount of \$_____ will be delivered on or before _____. 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 \$_____.

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

5. TRANSFER OF TITLE: On or before June 30, 2018 at Cheshire County Registry of Deeds 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: as-is

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within _____ 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:
HG Johnson of HG Johnson Real Estate

is a seller agent buyer agent facilitator disclosed dual agent*
of _____

is a seller agent buyer agent facilitator disclosed dual agent*
of _____

*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, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, 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 \$5,000.00.

SELLER(S) INITIALS CJS / _____ BUYER(S) INITIALS AS / _____

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 (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 shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures as-is

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. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

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

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required YES NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM 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:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	g. Pests	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	h. Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

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. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

(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 CMS / _____ BUYER(S) INITIALS AJ / _____

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



- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(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: _____

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within 21 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 80 percent TERM/YEARS 30 RATE 5.000% MORTGAGE TYPE conventional

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: MS BUYER(S) INITIALS: AS

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 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 May 31, 2018 ("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.

SELLER(S) INITIALS CRS

BUYER(S) INITIALS PT



LRCP 18-005

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3181

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3181

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) 271-2765

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

FEB 26 2018

RECEIVED

February 22, 2018

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 February 21, 2018, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with HG Johnson Real Estate for the sale of a 0.83 +/- acre parcel of State owned land improved with a single family residence located at 65 Bigelow Hill Road in the Town of Troy for \$85,000, 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 January 16, 2018.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pc
Attachment

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

JUN 29 2018

RECEIVED

Town of Troy



16 Central Square - PO Box 249 - Troy, New Hampshire 03465

New Hampshire Department of Transportation
Charles Schmidt
7 Hazen Drive Rm 100
P.O. Box 483
Concord, NH 03302-0483
Fax: 603-271-6915

06-28-2018

RE: 51 Bigelow Hill Map 11 Lot 16
65 Bigelow Hill Map 11 Lot 15

Dear Mr. Schmidt,


This is notification to the New Hampshire Department of Transportation that the town is, relinquishing their right to purchase the above mentioned properties.

This will allow the Department of Transportation to proceed with the sale of the property in conjunction with H.G. Johnson Investment Real Estate of Swanzey, New Hampshire.

Thank you,

TROY SELECT BOARD:


Richard Thackston, Chairman


Barbara Guelcher

Curtis Hopkins



New Hampshire Housing

Bringing You Home

April 2, 2018

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

RE: Troy Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Troy, Parcel 60, described in your letter of March 5, 2018.

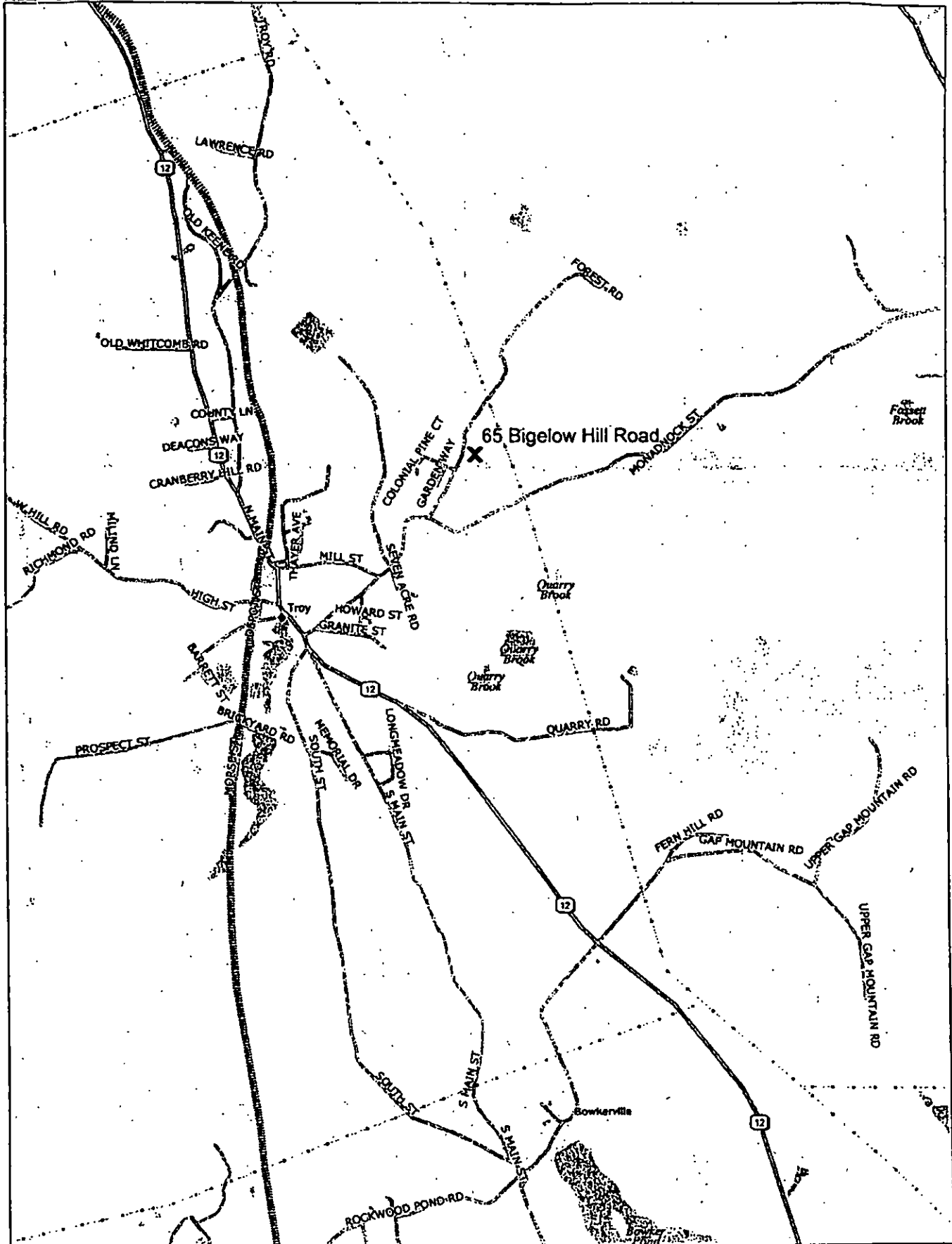
Thank you for giving us the opportunity to review this parcel.

Sincerely,



Dean J. Christon
Executive Director

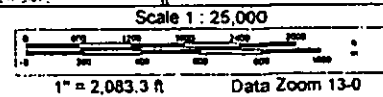
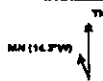
DJC:clp
Attachments



Data use subject to license.

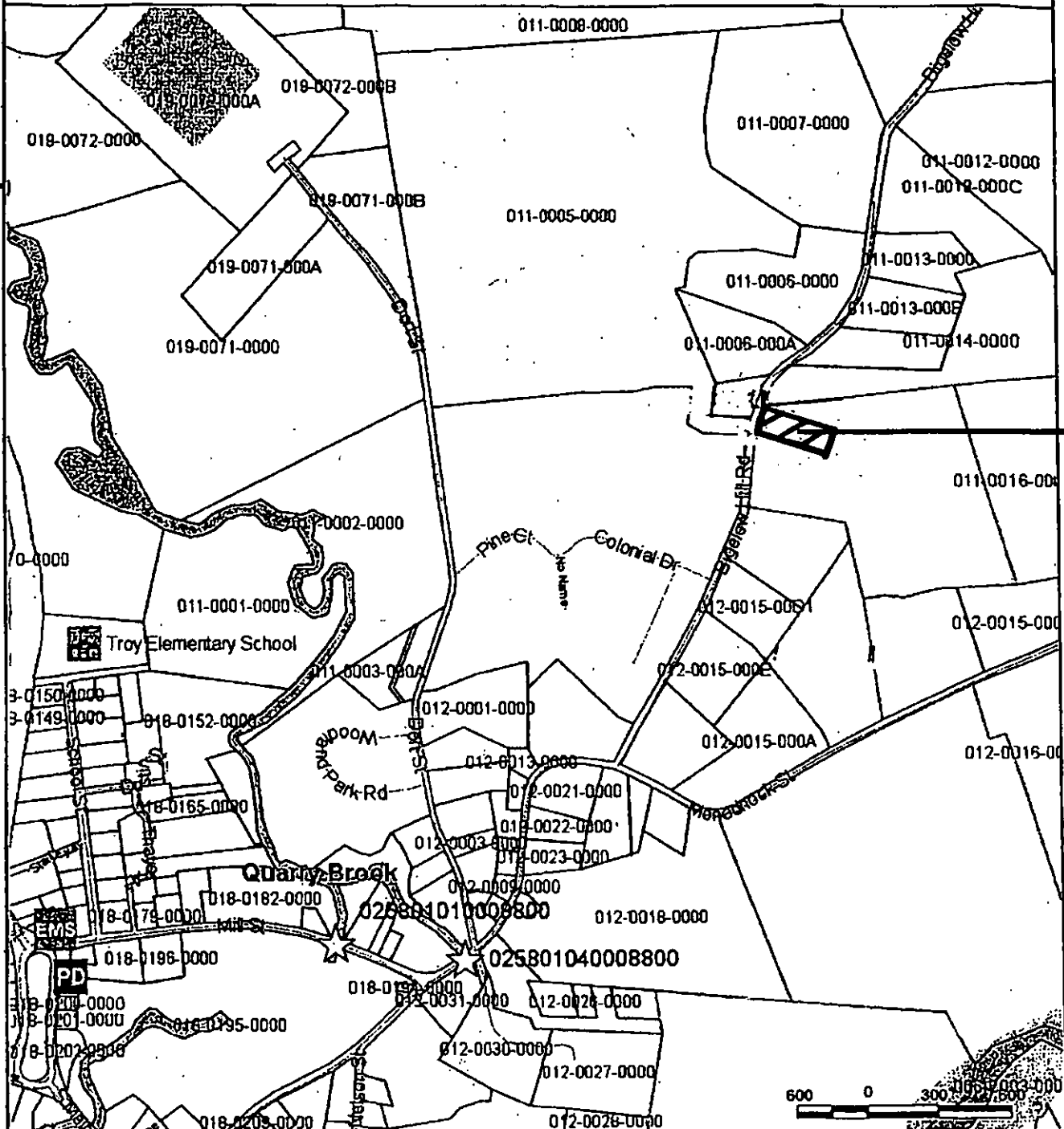
© DeLorme. DeLorme Street Atlas USA® 2015.

www.delorme.com



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



65
Bigelow
Hill Road



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.