



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 26, 2020

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31 authorize the Department of Transportation (Department) to sell 0.2 +/- acre of State-owned land to JW Mac Home Improvements LLC (Grantee). The property is improved with a six-unit condominium building located at 25 Hawk Road in the Town of Conway. The approved price for the property is \$339,100.00, which includes a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts determined the subject property was purchased with 100% Federal Funds.

04-096-096-960015-0000-UUU-402156
Administrative Fee

FY 2021
\$1,100.00

04-096-096-963515-3054-401771
Sale of Parcel
(100% of \$338,000.00)

FY 2021
\$338,000.00

EXPLANATION

The Department received a request from the Grantee, to purchase the subject property located in the Town of Conway.

The subject property was purchased in 2010 for the Conway 11339-B project which has not been constructed, and consists of two-hundredths (0.2 +/-) of an acre parcel of land, improved with a six-unit condominium building. The building is located on property both owned by the Department, and land owned by the Artist Brook Condominium Association. After the acquisition of the subject property in 2010, the Department separated its relationship with the Artist Brook Condominium Association.

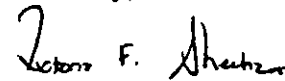
The Department has determined this property to be surplus to its needs and interest. Conveyance of the property includes the following conditions:

1. Access to this parcel is over a temporary construction easement between the Department and the Artist Brook Condominium Association, which expires October 31, 2024. No other access will be granted from the Department in conjunction with the proposed Conway Bypass project.
2. The Artist Brook Condominium Association supports the sale and renovation of the six-unit condominium building as stated in their letter to the Department dated May 7, 2020.

On June 22, 2020, the Long Range Capital Planning and Utilization Committee met and approved the Department's request to sell the property to the Grantee for \$339,100.00, which includes a \$1,100.00 Administrative Fee.

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

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/SGL/lmw
Attachments

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 28th day of August, 2020 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, And JMac Home Improvements, LLC ("BUYER") of 109 East Conway Road, PO Box 406, Conway, NH 03860.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the Town of Conway located at:
25 Hawk Road, Unit 1 and recorded in Carroll County Book 1724 Page 0649 Dated 11/21/1997 ("PROPERTY").
25 Hawk Road, Unit 2 and recorded in Carroll County Book 1801 Page 0779 Dated 04/16/1998 ("PROPERTY").
25 Hawk Road, Unit 3 and recorded in Carroll County Book 1783 Page 0559 Dated 12/11/1998 ("PROPERTY").
25 Hawk Road, Unit 4 and recorded in Carroll County Book 1724 Page 0650 Dated 11/21/1997 ("PROPERTY").
25 Hawk Road, Unit 5 and recorded in Carroll County Book 2872 Page 0735 Dated 08/06/2010 ("PROPERTY").
25 Hawk Road, Unit 6 and recorded in Carroll County Book 2755 Page 0268 Dated 12/23/2008 ("PROPERTY").
25 Hawk Road, 0.20 of an acre and recorded in Carroll County Book 2872 Page 0735 Dated 08/06/2010 ("PROPERTY").

3. The SELLING PRICE is three-hundred thirty-nine thousand, one hundred Dollars \$339,100.00. A DEPOSIT in the form of a Personal Check, is to be held in an escrow account by ("SELLER"), BUYER [] has delivered, or [] will deliver to the ESCROW AGENT's FIRM within XXX days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 500.00. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this 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 \$338,600.00.

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

5. TRANSFER OF TITLE: On or before October 16, 2020 at 25 Hawk Road, Conway NH, 03860 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: N/A
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:
N/A of N/A is a [] seller agent [] buyer agent [] facilitator [] disclosed dual agent*
N/A of N/A is a [] 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 \$1,000.00. This is the only remedy available to BUYER should such loss occur.

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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.

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: JK

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 type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ 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. XXX	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. XXX	<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. 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).

SELLER(S) INITIALS SSZ / BUYER(S) INITIALS JK

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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: _____

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within 14 500 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.

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

AMOUNT XXX TERM/YEARS XXX RATE MORTGAGE TYPE XXX

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.

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 XXX 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 XXX ("Financing Deadline"), then:

(a) This Agreement shall be null and void; and

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

(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.

19. ADDITIONAL PROVISIONS:

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

The described property at 25 Hawk Road, Units 1-6 are being sold "Where is-As is"

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

SELLER(S) INITIALS *soy* / _____ BUYER(S) INITIALS *Just* / _____

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

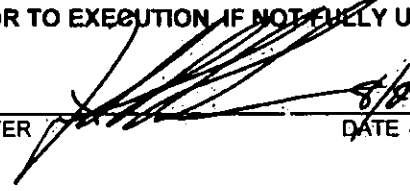
Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 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.

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.

BUYER  DATE 8/28/20 TIME

BUYER _____ DATE / _____ TIME

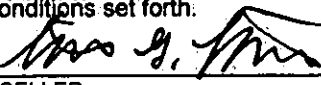
MAILING ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

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:

 DATE 8/28/20 TIME 0823

SELLER
New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483

SELLER _____ DATE / _____ TIME

MAILING ADDRESS _____

MAILING ADDRESS _____

Concord, New Hampshire 03302-0483

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____



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

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

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

June 23, 2020

Stephen G. LaBonte, Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. LaBonte,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 22, 2020, approved the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.2 +/- of an acre of State owned land, improved with a six-unit condominium building, located at 25 Hawk Road in the Town of Conway, to JW Mac Home Improvements LLC, for \$339,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 2, 2020.

Sincerely,

/s/ Michael W. Kane

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Adam Smith, Assistant Administrator
Bureau of Right-of-Way

5-22-2020

Hi Mr Smith,

This letter is to follow up our emails. We are still interested in purchasing the State owned Property Artist Brook building for the appraised value. We hope to purchase and remodel the property . Upon completion they will go back into the association. If needed I can be reached at 603-986-6056

Thank You,
Jack McMahon

J W Mac Home Improvements LLC
109 E Conway Rd
PO Box 405
N Conway NH 03860
603-986-6056

Artist Brook Condominium Association
PO Box 1551
North Conway, NH 03860
May 7, 2020

Dear Mr. Smith,

On April 1st 2020 your email to me at 1:19 pm requested that, at the next condominium association meeting, the association members discuss and vote the association's preference for the future of units one through six. The information you provided is that you have received a proposal from JMAC Home Improvements of Conway NH, to purchase the entire building and to date this is the only letter of interest you have received. We understand that the building and six condominium units will be renovated and when sold the intention is that the units and building would be "brought back" into the association.

On May 5th 2020 at 7:00 pm the association met via conference call and present at this meeting were five of the six unit owners and members of the association. Present were Paul R. Nestor unit seven, Rem Stone unit nine, Deborah Coppola unit ten, Linda Pinkham unit eleven, and Cindy Comtois unit twelve. The owner of unit eight, Ted Kerrigan was not present for this meeting. Based on the bylaws of the association, having five unit owners present at a meeting represents a quorum. It should be noted that an agenda was emailed to all unit owners prior to the meeting outlining what was to be discussed and item number four was the discussion and vote of units one through six. The agenda item four read: "State of NH emailed to all unit owners on 3.13.20 invitation to bid out of an abundance of caution. On 4.1.20 I received email from State DOT indicating they had not received any written interest from any unit owner. State plans to move forward with JMAC who has requested letter and fees. The State is requesting a vote from the Association and a letter supporting JMAC with the understanding the units will be brought back into the association. We will be taking this vote tonight.

The matter was discussed and a vote was taken and prior to the roll call vote the agenda item was read and the vote taken. Below is taken from the minutes of the meeting:

"State sent letter to all owners about interest in purchasing property and no one responded. Only real interest so far is JMAC. State must still go through process for sale of property including bids from other interested buyers. Our desire is that

whomever develops units need to come back into the HOA. Held a formal vote to write a letter on behalf of HOA that any buyer be required to come back into the HOA".
Vote was unanimous for all voters in attendance.

Rem – In favor

Debbie – In favor

Letter – In favor

Cindy – In favor

Paul – In favor.

Kerrigan's – not present

As you can see the vote was unanimous of the members of the association to proceed with the sale, renovation, and return of the six units to the association. If you require a copy of the agenda or minutes of the meeting as described above please let me know. If you require anything further please do not hesitate to contact me.

Very truly yours,
Paul R. Nestor, Jr
President



3.

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

JUL 27 2020

RECEIVED

Town of Conway

Bureau of Right-of-Way
JO Morton Building
7 Hazen Dr. PO 483
Concord NH 03302-0483

Att: Stephen G. LaBonte
Administrator

Dear Mr LaBonte,

By vote of the Board of Selectmen at their meeting on July 21, 2020, the Town of Conway declines any interest in the proposed sale of the 6 unit condo building formerly part of the Artist Brook Condominiums identified as Map 219 Lot 254 Units 1-6.

Regards,

Thomas Holmes, Town Manager



**NEW HAMPSHIRE
HOUSING**

**DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY**

AUG 10 2020

RECEIVED

August 6, 2020

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


RE: Conway Property

Dear Mr. LaBonte:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Conway, described in your letter of July 8, 2020.

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

Sincerely,



Dean J. Chaston
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

52 Constitution Square, Bedford, NH 03110
Mail P.O. Box 5007, Manchester, NH 03108

603-472-8623
NHHFA.org



Approx. Exist. Easement



DRAINAGE EASEMENT

SLOPE EASEMENT

(224)

(225)

(230)

DIPAOLA, JANICE

ESSEX MORTGAGE TRUST

FRANCHI, PASQUALE

263+00.00
45.00m LT.
147.64 FT. LT.

+04.2 ±
63.9m ±
209.6' ±

+07.2 ±
49.1m ±
161.1' ±

263+70.00
35.00m LT.
114.83 FT. LT.

TEMP. DETOUR
EASEMENT

TO BE REMOVED

APPROX. EXIST. PRIVATE R.O.M.

+07.5 ±
44.2m ±
145.0' ±

+31.2 ±
36.9m ±
121.1' ±

22
OF NH
(Y BIRD)

(226)

FARLEY, LINDA
& WATSON, MARLYN

MAIL BOX
CULVERT

R=640m

+20.5 ±
18.8m ±
55.5' ±

TO BE REMOVED

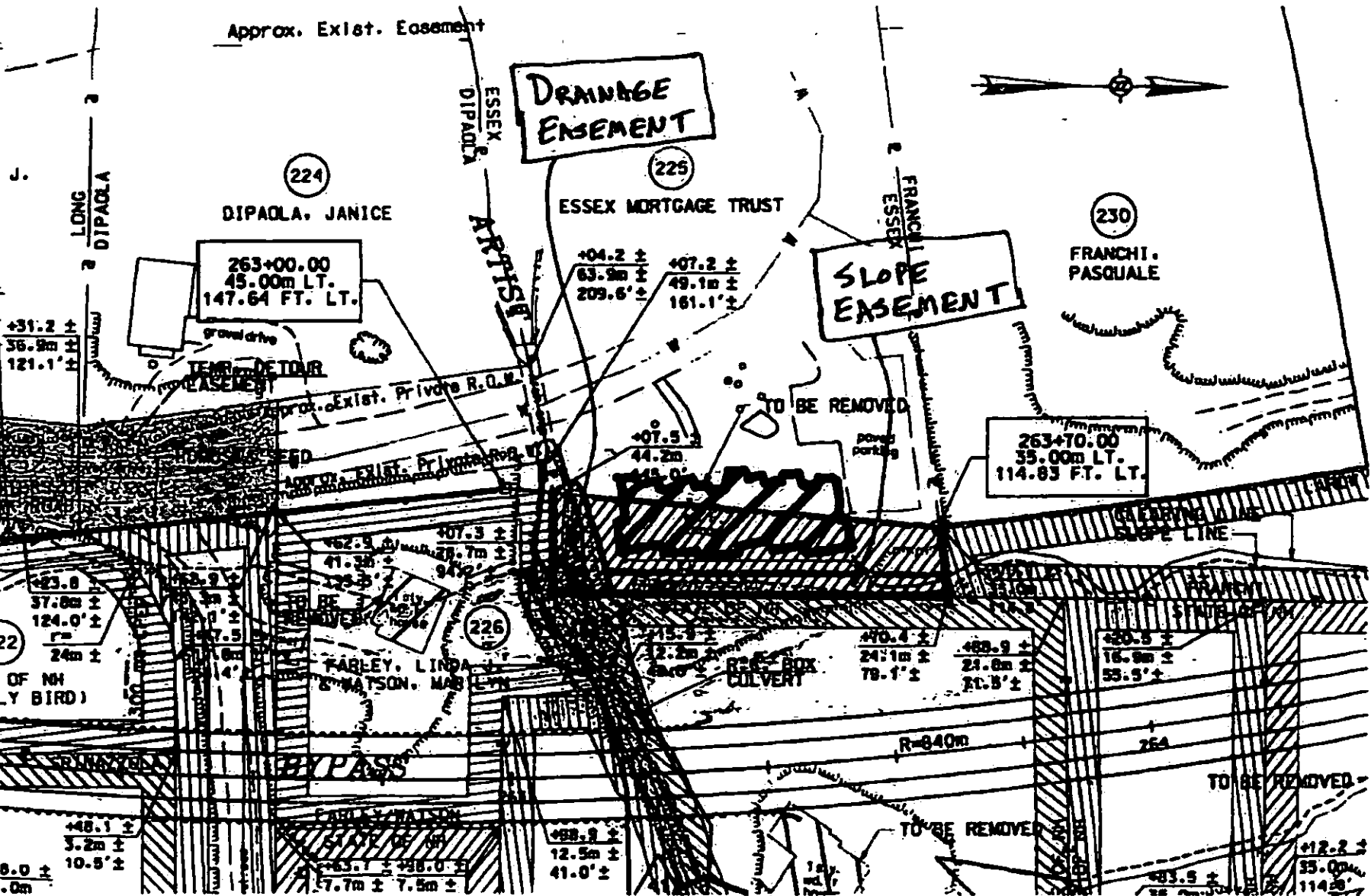
+48.1 ±
3.2m ±
10.5' ±

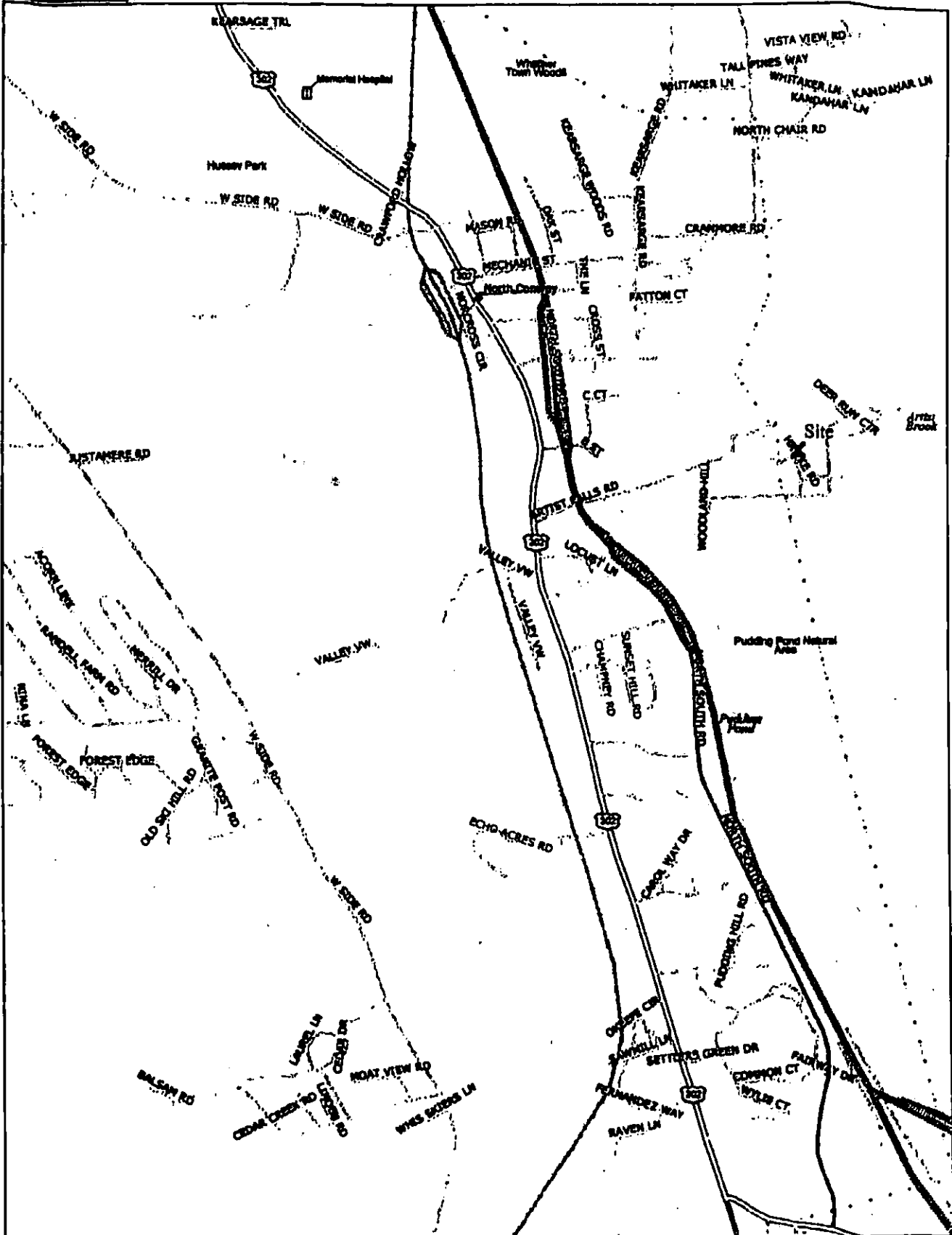
8.0 ±
.0m

+88.9 ±
12.5m ±
41.0' ±

TO BE REMOVED

+12.2 ±
35.0m ±
114.50'





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