



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



LEO
Brent

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Right-of-Way
June 3, 2014

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.75 +/- of an acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham to Ten Roulston Rd, LLC and /or assigns for seventy one thousand (\$71,000.00) 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 \$4,260.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$66,740.00 (\$71,000.00 - \$4,260.00) It has been determined by the Division of Finance that this parcel was originally purchased with 86% Federal Funds and 14% Highway Funds.

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

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2014 \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (14% of \$66,740.00)	FY 2014 \$9,343.60
04-096-096-963515-3054-401771 Consolidated Federal Aid (86% of \$66,740.00)	FY 2014 \$57,396.40

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham.

This parcel, consisting of approximately 0.75 +/- of an acre, is the combination of two (2) contiguous parcels of State owned land that are remnants of a larger parcel acquired in connection with the construction of the Windham- Salem NH Route 111 Bypass project (Federal Project Number RUR-M-STP-F-T-038-1(5), State Project Number 10075).

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 September 24, 2013, 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 \$90,000.00. This approval allowed the Department to enter into Purchase & Sales 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 September 24, 2013 meeting to compensate Shea Commercial Properties, Inc. a 6% commission for the sale of this property.

In accordance with RSA 4:39-c, the Town of Windham has been offered this property at the approved purchase price and they did not express an interest 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 are not interested in purchasing the property.

Shea Commercial Properties, Inc. marketed the subject property and brought all offers to the Department for consideration. During this period, the Department entered into a Purchase and Sales Agreement for the sale of this property inside the range of the approved value. The buyer terminated the Purchase and Sales Agreement during the due diligence period. The Department also received an offer on the property for a value below the negotiation range of the listing price which the Department could accept.

After discussions with our realtors concerning this offer, the Department on February 13, 2014 entered into a Purchase and Sales Agreement with Ten Roulston Rd, LLC and /or assigns for \$71,000.00 plus a \$1,100.00 Administrative Fee subject to the Long Range Capital Planning and Utilization Committee approving the reduction of the listing price so that the Department could accept this offer.

On March 4, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's continuing the listing agreement with Shea Commercial Properties, Inc. and amending the selling price of the above property to \$78,850.00. This approval allowed the Department to enter into Purchase & Sales Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines.

In accordance with RSA 4:39-c, the Town of Windham has been offered this property at the approved purchase price and they 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 are not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 0.75 +/- of an acre parcel of land to Ten Roulston Rd, LLC and /or assigns for \$71,000.00, and also to pay a commission of 6% (\$4,260.00) 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,

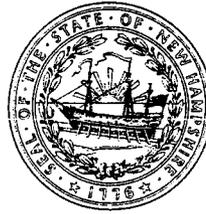


Christopher D. Clement, Sr.
Commissioner

CDC/PJM/dd
Attachments

MAR 07 2014

RECEIVED



LRCP 14-003

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

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

March 5, 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 March 4, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the current listing price from \$90,000 to \$78,850, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and continue its current listing agreement with Shea Commercial Properties, Inc., to sell a 0.75 +/- acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham, subject to the conditions as specified in the request dated February 13, 2014.

This item (LRCP 13-040) was originally approved by the Long Range Capital Planning and Utilization Committee on September 24, 2013.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



LRCP 13-040

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

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

September 25, 2013

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,

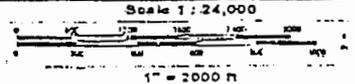
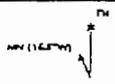
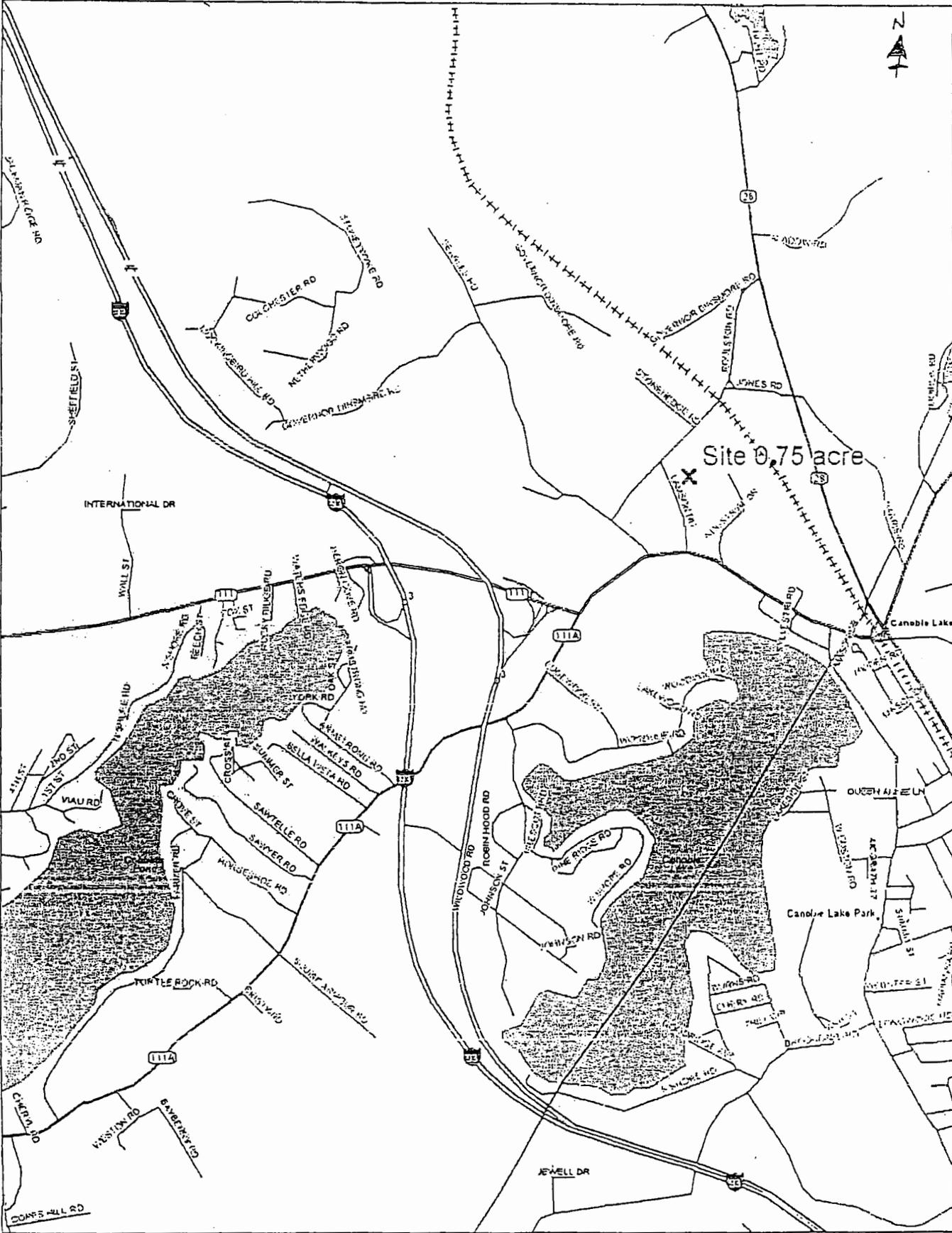
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on September 24, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Shea Commercial Properties, Inc. for the sale of a 0.75 +/- acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham for \$90,000, 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 September 13, 2013.

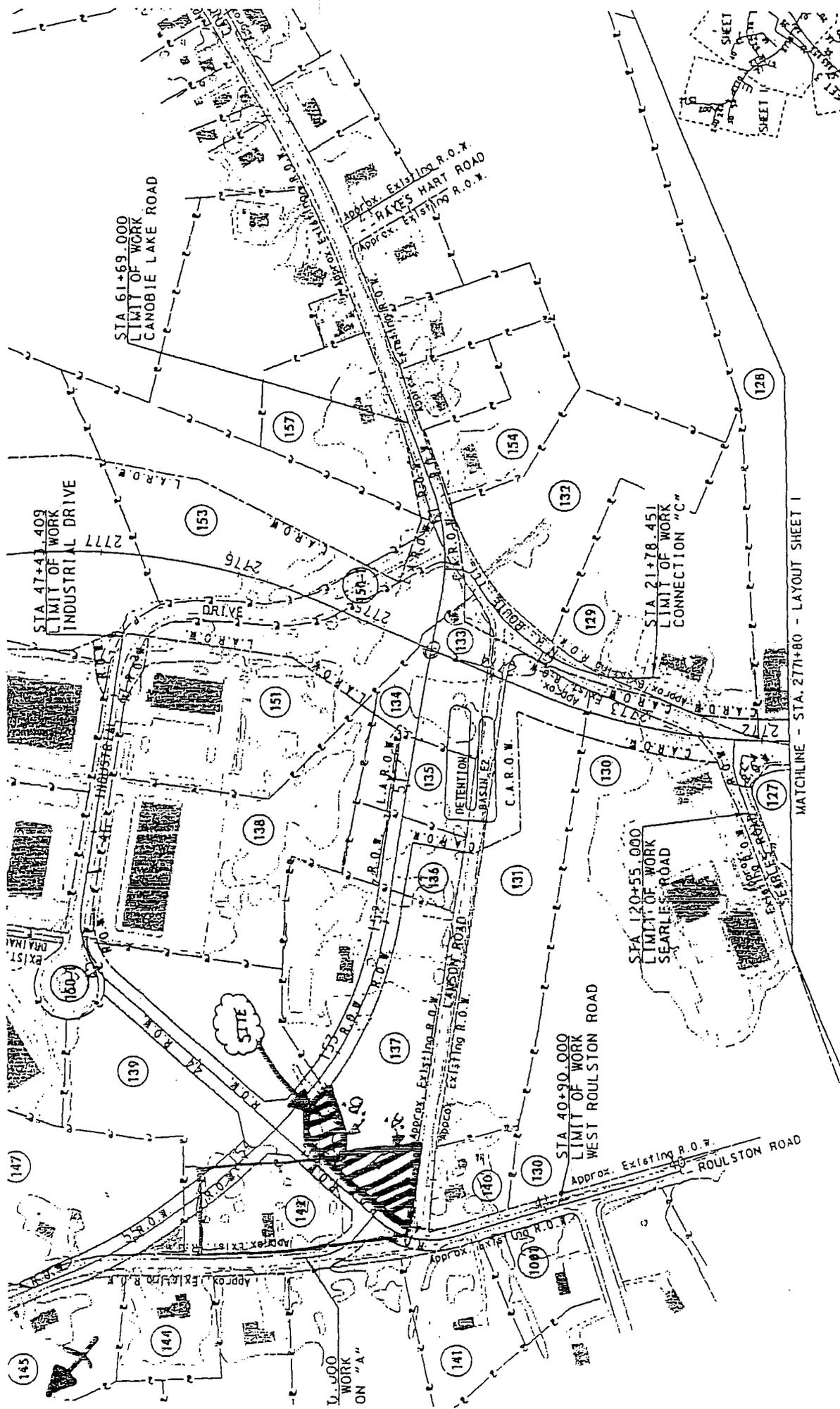
Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment





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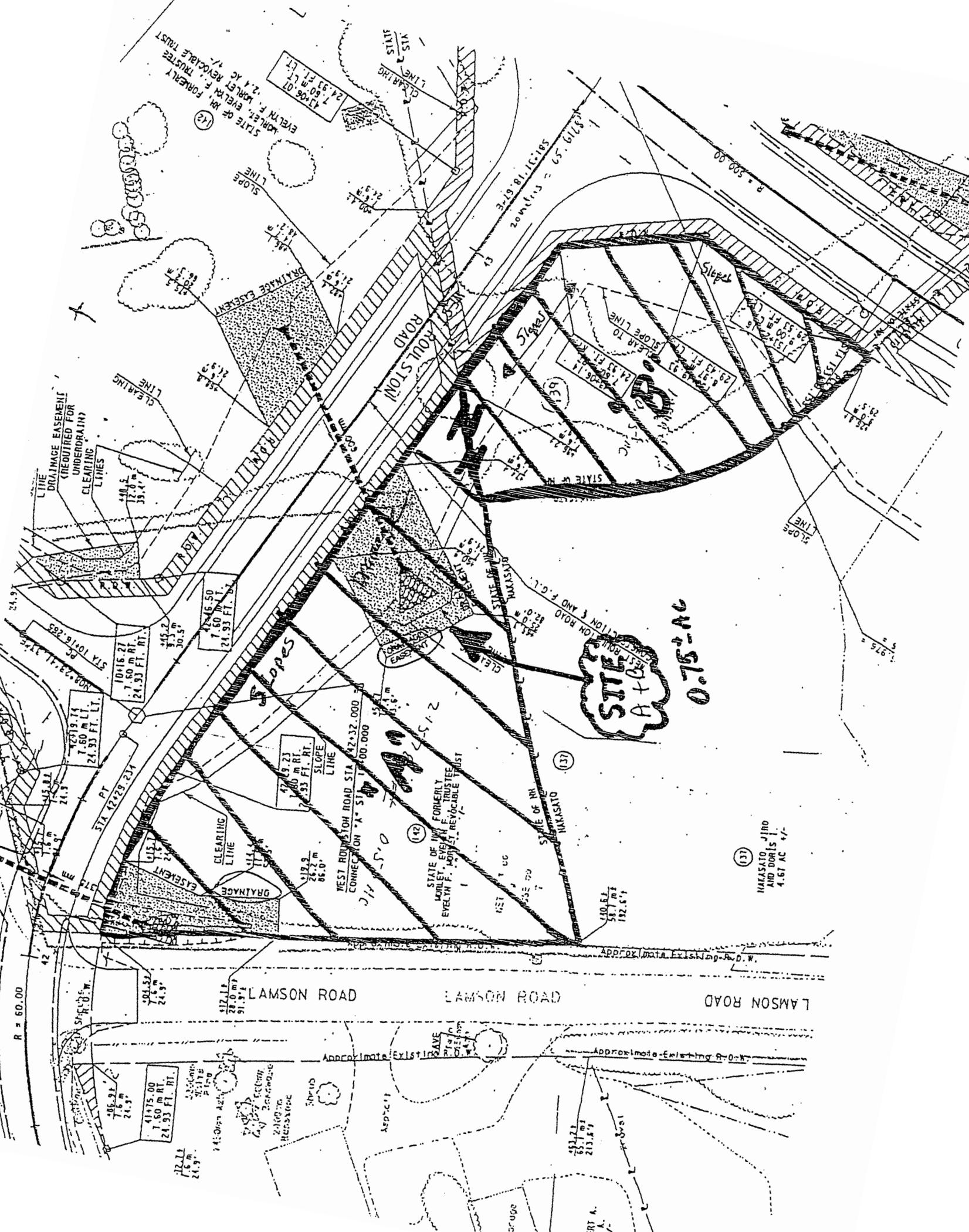
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STATE OF NH, FORMERLY MONET, EVELYN F. TRUSTEE
EVELYN F. MONET REVOCABLE TRUST
1106.01
7.60 m RT.
24.93 FT. RT.

DRAINAGE EASEMENT
(REQUIRED FOR
UNDERDRAIN)
CLEARING
LINES

SLOPES

STATE OF NH
MONET, EVELYN F. TRUSTEE
EVELYN F. MONET REVOCABLE TRUST
SITE A + B

0.75 AC

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HAKASATO, JIRO
AND DORIS L.
4.67 AC 47-

WEST ROWSTON ROAD STA 42+37.000
CONNECTION "A" ST 42+00.000

47.69 23
1.80 m RT.
7.83 FT. RT.

1016.21
7.60 m RT.
24.93 FT. RT.

417.75 00
1.50 m RT.
21.93 FT. RT.

R = 60.00

LAMSON ROAD

LAMSON ROAD

LAMSON ROAD

APPROXIMATE EXISTING DRIVE

APPROXIMATE EXISTING R.O.W.

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EVELYN F. MONET REVOCABLE TRUST
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7.60 m RT.
24.93 FT. RT.

STATE OF NH, FORMERLY MONET, EVELYN F. TRUSTEE
EVELYN F. MONET REVOCABLE TRUST
1106.01
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PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT
COMMERCIAL, INVESTMENT & INDUSTRIAL REAL ESTATE

This agreement made this _____ day of February 13, 2014 between:
_____ of _____
State of New Hampshire of John O. Morton Building 7 Hazen Drive
City Concord County Hillsborough State NH Zip 03302 (hereinafter referred to as SELLER).
and _____ of _____
Ten Roulston Rd LLC and/or assigns of 8 Glenwood 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
Corner of Lamson & Roulston Rd Tax Map 13-A Lot 102 & Lot 196B including the
following personal property: _____
N/A
Book _____ Page _____ Date _____.

PURCHASE PRICE: \$ 71,000.00 / Seventy One Thousand & 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 N/A days of this Agreement.

DEPOSITS:

- a. Initial Deposit: An initial deposit, receipt of which is hereby acknowledged, in the amount of \$ 6,000.00 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:
Shea Commercial Properties, Inc. Balance Due: \$65,000.00

TRANSFER OF TITLE: SELLER agrees to:

- a. Convey the real property to the BUYER by a good and marketable Quitclaim 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 Thirty (30) days from Governors approval.

POSSESSION: Possession, free of all tenants, occupants and all personal property except as provided herein, is to be given on or before Not applicable.

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: \$ 0. The SELLER shall provide evidence of current insurance coverage to the BUYER upon request.

Handwritten initials/signatures: CAS and a circled signature.

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.	within ____ Days	f.	within ____ Days
b.	within ____ Days	g.	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.



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:

Buyer acknowledges the sale of the property is subject to receiving approval from the Long Range Capital Planning and Utilization Committee.

Buyer acknowledges the First Right of Refusal to purchase is to the Town of Windham NH and also the New Hampshire Housing Finance Authority and / or other State or County agencies.

Buyers acknowledges the sale of the property is subject to Governor's Council approval.

Buyer shall pay at closing, an administrative fee of \$1,100.00, which is in addition to the purchase price.

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:



BUYER

ALAN CARPENTER

PRINTED/TITLE

2/13/14

DATE

BUYER


SELLER

PRINTED/TITLE
Charles Schmidt Administrator

PRINTED/TITLE

DATE
2/25/14

DATE

SELLER

PRINTED/TITLE

DATE

LISTING AGREEMENT

The following listed Owner(s) **STATE OF NEW HAMPSHIRE**
of property located at: **Lamson Rd & Roulston Rd Windham NH**
and described as Tax Map 13A Lot 102 & Lot 196B 0.75+/- acres / 32,670+/- S/F
give(s) Shea Commercial Properties, Inc., the exclusive right to sell the said property for
a sale price of **Ninety Thousand & 00/100 Dollars (\$90,000.00)**.

Commencing on the date of execution, this contract shall remain in effect for a period of
six (6) months from the date of this agreement and shall terminate one year from the date
of approval from the Long Range Capital Planning and Utilization Committee.

The sale of the property is subject to Governor and Executive Council approval.

**In addition to the purchase price, the buyer will be subject to an additional
Administrative Fee of One Thousand One Hundred & 00/100 Dollars (\$1,100.00)**

**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.**

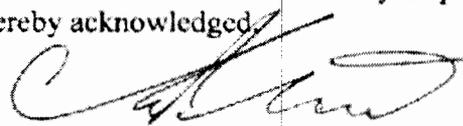
SALE COMMISSION

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.

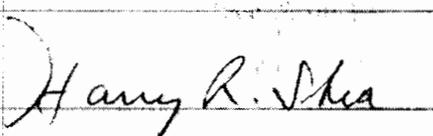
A copy of this contract is to be received by all parties of this agreement, and by signature,
receipt is hereby acknowledged.

Owner: _____



Date: 11/4/13

Shea Commercial Properties, Inc: _____



Date: 11/05/13

Shea

Commercial Properties, Inc.

LISTING AGREEMENT

The following listed Owner(s) **STATE OF NEW HAMPSHIRE**

of property located at: **Lamson Rd & Roulston Rd Windham NH**

and described as Tax Map 13A Lot 102 & Lot 196B 0.75+/- acres / 32,670+/- S/F
give(s) Shea Commercial Properties, Inc., the exclusive right to sell the said property for
a sale price of **Seventy Eight Thousand Eight Hundred Fifty & 00/100 Dollars**
(\$78,850.00).

Commencing on the date of execution, this contract shall remain in effect for a period of
six (6) months from the date of this agreement and shall terminate one year from the date
of approval from the Long Range Capital Planning and Utilization Committee.

The sale of the property is subject to Governor and Executive Council approval.

**In addition to the purchase price, the buyer will be subject to an additional
Administrative Fee of One Thousand One Hundred & 00/100 Dollars (\$1,100.00)**

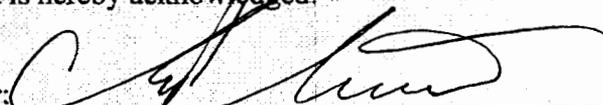
**The sale is subject to the first right of refusal to the Town of Windham, NH., the
New Hampshire Housing Finance Authority and/or other State or County agencies.
In the event the property is purchased by any of the aforementioned entities, no
commission shall be due to Shea Commercial Properties, Inc.**

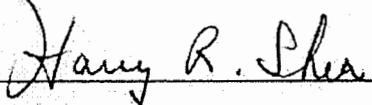
SALE COMMISSION

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: 3/7/14

Shea Commercial Properties, Inc:  Date: March 4, 2014