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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
November 15, 2023

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 2,410 square feet of state-owned land on the westerly side of Shadow Lake Road in the Town of Salem. The sale will be direct to Sfeir Realty, LLC (Buyer), for \$37,100, which includes the \$1,100 administrative fee, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has determined the parcel was originally acquired with 91.56% Federal Funds and 8.44% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2024</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2024</u>
Sale of Parcel	\$3,038.40
(8.44% of \$36,000)	
04-096-096-963515-3054-401771	<u>FY 2024</u>
Consolidated Federal Aid	\$32,961.60
(91.56% of \$36,000)	

EXPLANATION

The Department is processing a surplus disposal request from the abutter who intends to incorporate this 2,410 square foot parcel into their redevelopment plan of their existing parcel. As depicted on the attached site plan prepared by The Dubay Group, this parcel will be utilized as the entrance/exit to their development.

This parcel has been reviewed by the Department and was determined to be surplus to our operational needs and available for disposal. The sale will include the following conditions:

- The Buyer will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Survey depicting the limits of the right-of-way and all easements of record, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Buyer is required to record the plan under RSA 478:1-a, in the Rockingham County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Buyer will be responsible for obtaining all local and state land use approvals precedent to closing.
- This portion of the right of way is within an identified area of a previously leaking underground storage tank with active monitoring wells. All environmental liability will become the responsibility of the Buyer which includes the groundwater management permit and cleanup fund eligibility.

At the September 15, 2023 meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 23-032) was approved, allowing the Department to sell 2,410 square feet of state-owned land directly to Sfeir Realty, LLC, for the contributory value of \$36,000 and to assess the \$1,100 administrative fee.

Under RSA 4:39-c, the Department has solicited interest from the Town of Salem and received no response.

Under RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority and they have expressed no interest in the property.

The Department is requesting authorization for the sale of land as noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/SJN
Attachments

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the ^{5th} day of November, 2023, by and between the State of New Hampshire, Department of Transportation, having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 (hereinafter referred to as the "Department") and Sfeir Realty LLC or their designee at closing (under common control), with a principal address of 8 Wentworth Circle, Windham, NH 03087 (hereinafter referred to as the "Buyer") (referred to individually as a "Party" and collectively as the "Parties").

RECITALS

This Agreement relates to the sale of real estate consisting of 2,410 square feet of vacant land located within the northwesterly right-of-way of Shadow Lake Road just north of the intersection of North Broadway and Range Road/Lake Street in Salem NH (the "Property"). More particularly being a portion of the Property described in the Warranty Deed recorded on March 24, 2012, at the Rockingham County Registry of Deeds in Book 3277, Page 2785.

This Agreement is entered into upon the basis of the following facts and intentions of the Parties:

- I. The Department owns certain real estate located on the northwesterly side of Shadow Lake Road, Salem, New Hampshire, consisting of 2,410 square feet of vacant land as described above.
- II. The Department is divesting the Property, as it has been surplus to the Department's needs.
- III. The Buyer is afforded the ability to acquire the Property by NH RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Property from the Department.
- V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, under RSA 4:39-c.
- VI. All Parties to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:**

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, the Property, consisting of 2,410 square feet, as shown on **EXHIBIT 1: Salem GIS Map** and **EXHIBIT 2: Site Plan for Assessors Map 45, Lots 3528, 3529, 3531**, prepared by The Dubai Groups, Inc.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **THIRTY-SIX THOUSAND SIX HUNDRED DOLLARS (\$36,600)** due at closing. The amount due at closing includes the remaining balance of \$600, which goes towards the \$1,100 administrative fee for the processing of this request (\$500 previously received).
- 1.3. **Payment of Purchase Price:** The purchase price shall be paid in full by the Buyer, by certified check or bank check, made out to "Treasurer State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS," with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee on September 15, 2023, pending the Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
 - 1.4.1 The Buyer is required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, and all easements of record, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Buyer is required to record the plan under RSA 478:1-a, in the Rockingham County Registry of Deeds, from which the Department will prepare the conveyance deed.
 - 1.4.2 The Buyer shall be responsible for obtaining all local and state land use approvals precedent to the closing.
 - 1.4.3 This portion of the right-of-way is within an identified area of a previously leaking underground storage tank with active monitoring wells. All environmental liability will become the responsibility of the Buyer which includes the groundwater management permit and cleanup fund eligibility.

- 1.5. **Access to Property.** The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval by the Department, and such approval will not be unreasonably withheld.

The Department and the Buyer shall coordinate all access to the Property by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyer's activities under this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer shall require all contractors who are retained to complete due diligence or for any other purpose necessary to carry out the terms of this Agreement, and who will need to access the Property, to obtain a certificate of insurance for \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer and the Department as indemnified parties. The standard indemnification form shall be as follows unless written approval of a requested change is granted by both the Department and Buyer:

"The contractor agrees to indemnify, defend, and save harmless the Buyer and the Department, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification shall survive the expiration or early termination of this contract."

- 1.6. **Closing:** The Parties agree that the Closing shall occur within **ninety (90) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.

- 1.7. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds at its expense.
 - 1.8. **Transfer Taxes and Recording Fees:** In accordance with New Hampshire State Law RSA 78-B:2, the Department is exempt from the Real Estate Transfer Tax.
 - 1.9. **Discharge of Liens:** The Department shall, at its expense, pay or discharge all legitimate liens, mechanics liens, encumbrances, and attachments, if any, which may exist on the Property through the date of closing or filed after the recording of the deed transferring the Property to the Buyer due to an action by the Department before the recording of the transfer deed. To enable the Department to make conveyance as herein provided, the Department may, at the time of delivery of the deed, use the proceeds from the Purchase Price or any portion thereof to clear the title or any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed. The Department shall also be entitled to use the proceeds to pay off any mortgagee, under standard customary practices for real estate transactions and conveyances and receive therefrom a discharge(s) to be recorded in the ordinary course of business.
 - 1.10. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.
 - 1.11. **Casualty and Condemnation:** In the event that the Property, before closing, is damaged by fire, flood, collapse, or other casualties, the Department, or the Buyer, at any time after the occurrence of such damage or casualty, may elect to terminate this Agreement by written notice, in which event all other obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect. In the event of a casualty, the Department and the Buyer agree to hold each other harmless from any claim for any costs, damages, liabilities, or financial losses it may incur.
2. **Buyer's Contingencies:** The Buyer's obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.
 - 2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property

is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within said time frame, then any objections to the title are waived.

3. **Representations and Warranties of the Buyer.** The Buyer hereby represents and warrants that:

- 3.1 The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 3.2 Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.
- 3.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.
- 3.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

- 4 **Representations and Warranties of the Department.** The Department hereby represents and warrants to the best of its knowledge and belief that:
- 4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining approval by the Long-Range Capital Planning and Utilization Committee and final approval by the Governor and Executive Council under RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.
- 4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.
- 4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.
- 4.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

5 **GENERAL PROVISIONS**

- 5.1 **Cooperation:** The Buyer and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection

therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyer, or their representatives, agents, and consultants.

- 5.2 **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment, that requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 5.3 **Binding Effect; Successors and Assignors.** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.
- 5.4 **Headings.** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 5.5 **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.
- 5.6 **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 5.7 **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.8 **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 5.9 **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or

among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.

- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions,

Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.

- 5.17 **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 5.18 **Saving Clause:** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

LIST OF EXHIBITS

EXHIBIT 1: Salem GIS Map

EXHIBIT 2: Site Plan for Assessors Map 45, Lots 3528, 3529, 3531, prepared by The Dubai Groups, Inc.

EXHIBIT 3: NH Code of Administrative Rules 503.09

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BUYER:

By: _____ Date: 11-6-23

Printed: Eddy Steir
Representative of Buyer
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

Signed or attested before me on the 6th day of November, 2023.

C. Broadhurst
Justice of the Peace/Notary Public

CHLOE M BROADHURST
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 14, 2028

(Seal)

My Commission Expires: 6/14/2028

SELLER:

STATE OF NEW HAMPSHIRE
By: Stephen G. LaBonte Date: 11/8/23

Printed: Stephen G. LaBonte
Administrator, Bureau of Right-of-Way
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on 8th day of November, 2023.

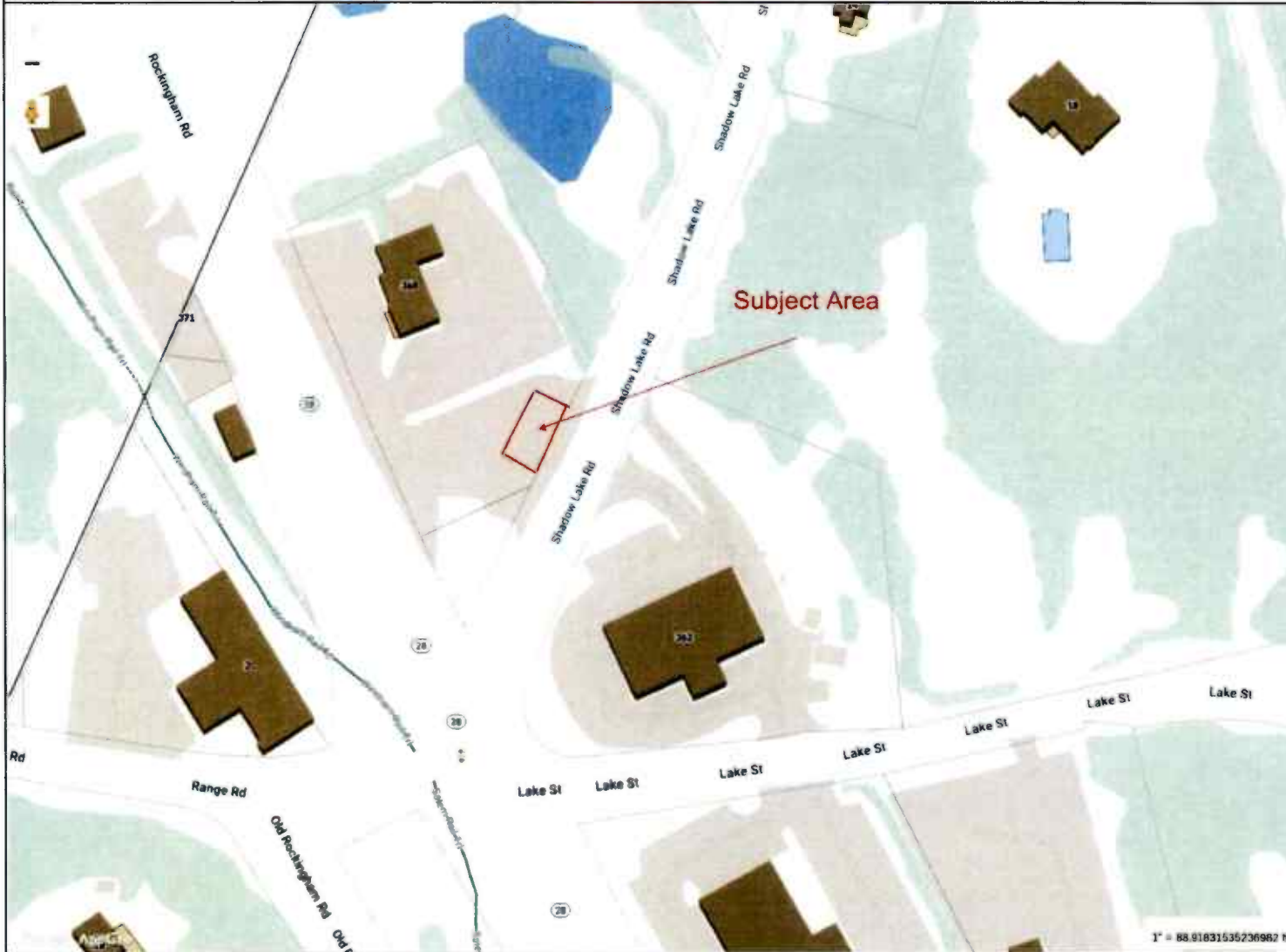
Sandra J. Newman
Justice of the Peace/Notary Public

(Seal)

My Commission Expires: Nov 25, 2024

SANDRA J. NEWMAN, Notary Public
State of New Hampshire
My Commission Expires Nov. 25, 2024

EXHIBIT 1



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

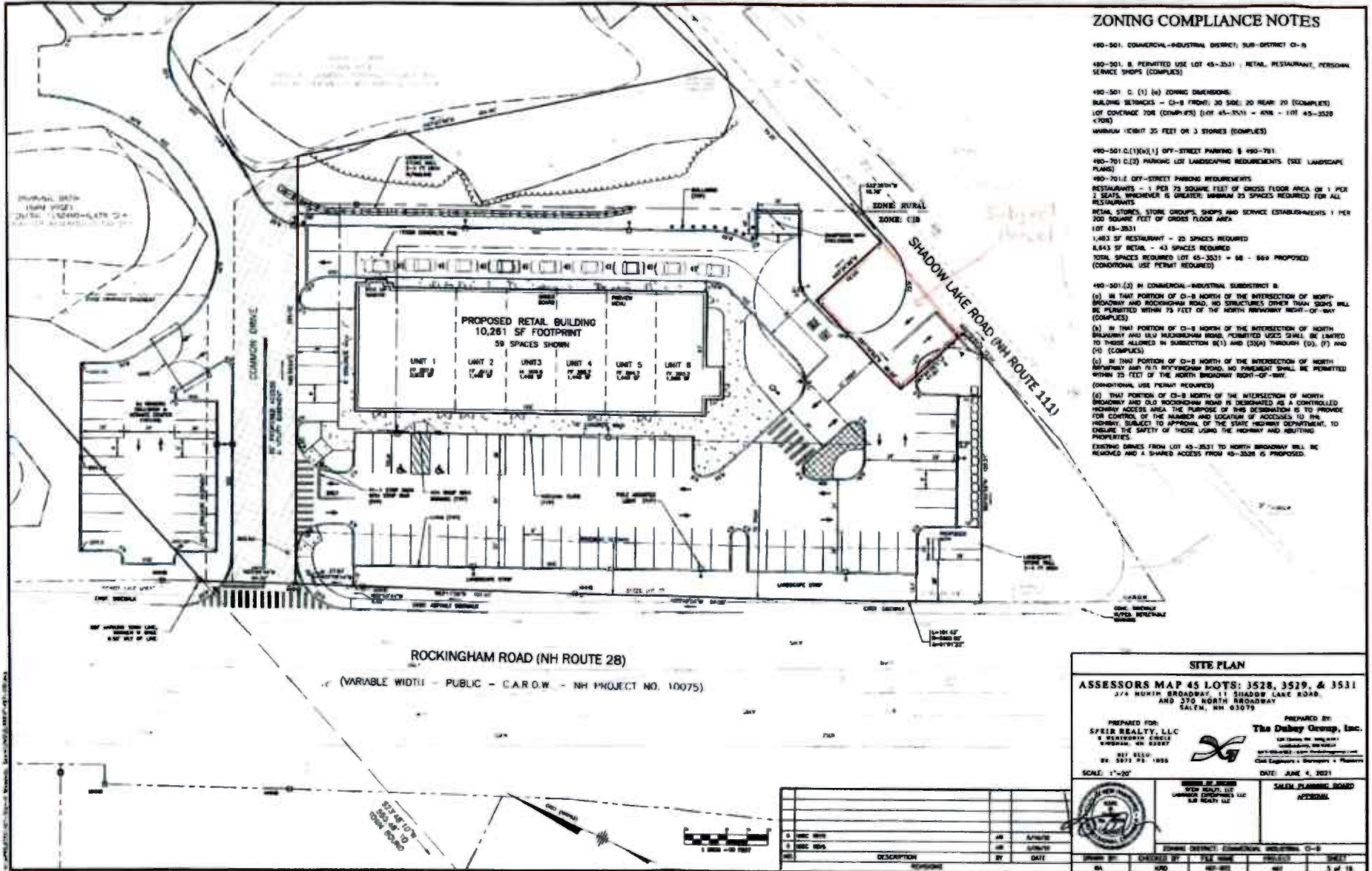
Town of Salem, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/15/2023
Data updated 06/15/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

1" = 88.91831535236962 ft

EXHIBIT 2



ZONING COMPLIANCE NOTES

- 490-501. COMMERCIAL-INDUSTRIAL DISTRICT; SUB-DISTRICT C1-B
- 490-501. B PERMITTED USE LOT 45-3531: RETAIL, RESTAURANT, PERSONAL SERVICE SHOPS (COMPLIES)
- 490-501. C. (1) (a) ZONING DIMENSIONS:
BUILDING SETBACKS - C1-B FRONT: 30 FEET; 20 REAR: 20 (COMPLIES)
LOT COVERAGE FOR (COMPLIES) (LOT 45-3531 - 49% - LOT 45-3532 47%)
MINIMUM HEIGHT 35 FEET OR 3 STORIES (COMPLIES)
- 490-501.C.(1)(a)(1) OFF-STREET PARKING @ 490-701
- 490-701.C.(2) PARKING LOT LANDSCAPING REQUIREMENTS (SEE LANDSCAPE PLANS)
- 490-701.2 OFF-STREET PARKING REQUIREMENTS:
RESTAURANTS - 1 PER 75 SQUARE FEET OF GROSS FLOOR AREA OF 1 PER 2 SEATS, WHICHEVER IS GREATER; MINIMUM 25 SPACES REQUIRED FOR ALL RESTAURANTS
RETAIL STORES, STORE GROUPS, SHOPS AND SERVICE ESTABLISHMENTS 1 PER 200 SQUARE FEET OF GROSS FLOOR AREA
LOT 45-3531
1,683 SF RESTAURANT - 23 SPACES REQUIRED
8,643 SF RETAIL - 43 SPACES REQUIRED
TOTAL SPACES REQUIRED LOT 45-3531 = 66 - 66@ PROPOSED (CONDITIONAL USE PERMIT REQUIRED)
- 490-501.(2) IN COMMERCIAL-INDUSTRIAL SUBDISTRICT B:
(1) IN THAT PORTION OF C1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND ROCKINGHAM ROAD, NO STRUCTURES OTHER THAN SHOPS WILL BE PERMITTED WITHIN 75 FEET OF THE NORTH BROADWAY RIGHT-OF-WAY (COMPLIES)
(2) IN THAT PORTION OF C1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND OLD ROCKINGHAM ROAD, PERMITTED USES SHALL BE LIMITED TO THOSE ALLOWED IN SUBSECTION B(1) AND (2)(A) THROUGH (D), (E) AND (F) (COMPLIES)
(3) IN THAT PORTION OF C1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND OLD ROCKINGHAM ROAD, NO PERMIT SHALL BE PERMITTED WITHIN 75 FEET OF THE NORTH BROADWAY RIGHT-OF-WAY (CONDITIONAL USE PERMIT REQUIRED)
(4) THAT PORTION OF C1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND OLD ROCKINGHAM ROAD IS DESIGNATED AS A CONTROLLED HIGHWAY ACCESS AREA. THE PURPOSE OF THIS DESIGNATION IS TO PROVIDE FOR CONTROL OF THE NUMBER AND LOCATION OF ACCESS TO THE HIGHWAY, SUBJECT TO APPROVAL OF THE STATE HIGHWAY DEPARTMENT, TO ENSURE THE SAFETY OF THOSE USING THE HIGHWAY AND ADJUTING PROPERTIES.
EXISTING DRIVES FROM LOT 45-3531 TO NORTH BROADWAY WILL BE REMOVED AND A SHARED ACCESS FROM 45-3526 IS PROPOSED.

SITE PLAN

ASSESSORS MAP 45 LOTS: 3528, 3529, & 3531
3/4 MUKIM BROADWAY, 11 SHADOW LAKE ROAD,
AND 370 NORTH BROADWAY
SALEM, NH 03079

PREPARED FOR:
SPRIR REALTY, LLC
8 WENTWORTH CHASE
BETHLEHEM, NH 03827

BY:
BY: 5072 PS 1055

PREPARED BY:
The Dubay Group, Inc.
100 TOWN OF SALEM
LANCASTER, VERMONT

DATE: JUNE 4, 2021

SCALE: 1"=20'

SALEM PLANNING BOARD
APPROVAL

ZONING DISTRICT: COMMERCIAL-INDUSTRIAL, C1-B	SUB-DISTRICT: C1-B	FILE NO:	SHEET: 3 of 18
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EXHIBIT 3

N.H. Code Admin. R. Lan 503.09

Current through Register Vol. 42, No. 41, October 13, 2022

Section Lan 503.09 – Plats

(a) For results of a survey where a plat is prepared, the plat shall identify the tract or parcel and contain enough information so that the boundaries of the parcel of interest can be located with certainty in the future by a competent land surveyor.

(b) As appropriate to the purpose of the survey, a survey plat shall contain, but not be limited to, containing the following:

- (1) The municipality, date, scale, bar scale, and description or purpose of the plan;
- (2) The name and address of the company or individual which prepared the plat, or both, and the name and seal of the licensed land surveyor;
- (3) Owner of record with a mailing address, assessor's parcel number, and title reference;
- (4) Meridian arrow and origin with the date of observation or reference plat;
- (5) Vicinity map;
- (6) Bearing and horizontal distances on all pertinent property lines;
- (7) Curved boundary lines showing radius, delta, and length;
- (8) On non-tangent curves, a course and distance of the long chord shall be shown;
- (9) Irregular boundaries without curves, such as rivers or streams, or with curves which have no definable geometry, shall have sufficient information to mathematically close the plat;
- (10) Tie lines, when used, shall be noted that they are not property lines;
- (11) All monuments set or found, including monuments with tie lines on which establishment of the corners of the surveyed premises are dependent;
- (12) Monuments shall be described as to material, and the relation of the monument to the surveyed lines and/or corner;
- (13) Lines of possession where they affect the surveyed boundaries;
- (14) Abutters with title reference and assessor's parcel number;

- (15) Easement and right-of-way limits, references to easements and encumbrances of record, whether private or public and evidence of any unwritten interests observed, to the extent that they have a physical effect on the land;
- (16) Revision dates and purposes;
- (17) Legend, unless symbols are clearly identified within the plat;
- (18) Man-made structures pertinent to the purpose of the surveyed project;
- (19) Plats and data relevant to the survey;
- (20) Any record evidence of a cemetery or burial ground shall be duly noted on the plat unless such cemetery or burial ground is located on the plat;
- (21) The area of the subject tract or parcel, expressed in acres unless the area is less than 2 acres, in which case the area may be expressed in square feet;
- (22) If a boundary, easement, or right-of-way shown on the tract is an elevation, the referenced datum shall be noted on the plat along with at least one permanent benchmark with reference elevation;
- (23) All benchmarks shall be adequately described on topographic surveys or boundary surveys when property lines are defined by an elevation to enable it to be recovered at a later date;
- (24) A certification by the land surveyor stating the method and classification of the survey or the precision and accuracy attained; and
- (25) If coordinates of positions are shown the following shall also be included:
- a. The units of reported coordinates;
 - b. The horizontal datum and coordinate system of the horizontal coordinates;
 - c. Vertical datum of the vertical coordinates; and
 - d. Basis of bearings.

N.H. Code Admin. R. Lan 503.09

STATE OF NEW HAMPSHIRE**INTER-DEPARTMENT COMMUNICATION****FROM:** Stephen G. LaBonte
Administrator**DATE:** August 25, 2023**AT:** Dept. of Transportation
Bureau of Right-of-Way**SUBJECT:** Sale of State-Owned Land in Salem
RSA 4:39-cApproved by the Long Range
Capital Planning & Utilization
Committee September 15, 2023**TO:** Representative Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee**REQUESTED ACTION**

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to sell a 0.06 +/- of an acre parcel of state-owned land within the right of way, located on the westerly side of Shadow Lake Road, in the Town of Salem. The sale will be direct to Eddy Sfeir (Grantee) for \$37,100.00, which includes the \$1,100.00 administrative fee. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Grantee requested this parcel of land with the intent of incorporating it into their proposed redevelopment plan with their abutting parcel. As depicted on the site plan prepared by The Dubai Group, attached herewith, this parcel will be utilized as the entrance/exit of their development.

The parcel is a portion of a larger parcel acquired in 1998. The Department acquired 0.52 +/- of an acre, improved with a commercial structure, from CMAB Associates, LLC via a Warranty Deed, through an Administrative Settlement for \$450,000.00. It was the intention of the Department to utilize the area being conveyed as a turnaround for Shadow Lake Road, which was proposed to be a dead-end road upon completion of the Windham-Salem 10075 Project. With the decreased traffic flow due to the bypass, the road will remain open as a 5-way signalized intersection. After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. This parcel will be conveyed with the following conditions:

- The Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Survey depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan under RSA 478:1-a, in the Rockingham County Registry of Deeds, in which the Department will prepare the conveyance deed.
- The Grantee will be responsible for obtaining all local and state land use approvals precedent to closing.
- This portion of the right of way is within the location of a previously leaking underground storage tank with active monitoring wells. All environmental liability will become the responsibility of the Grantee which includes the groundwater management permit and cleanup fund eligibility.

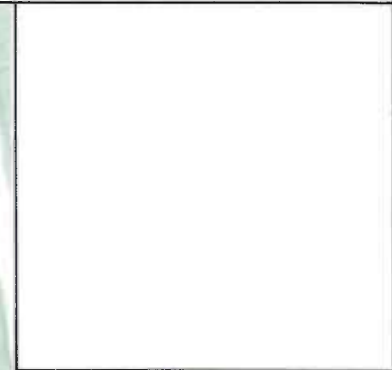
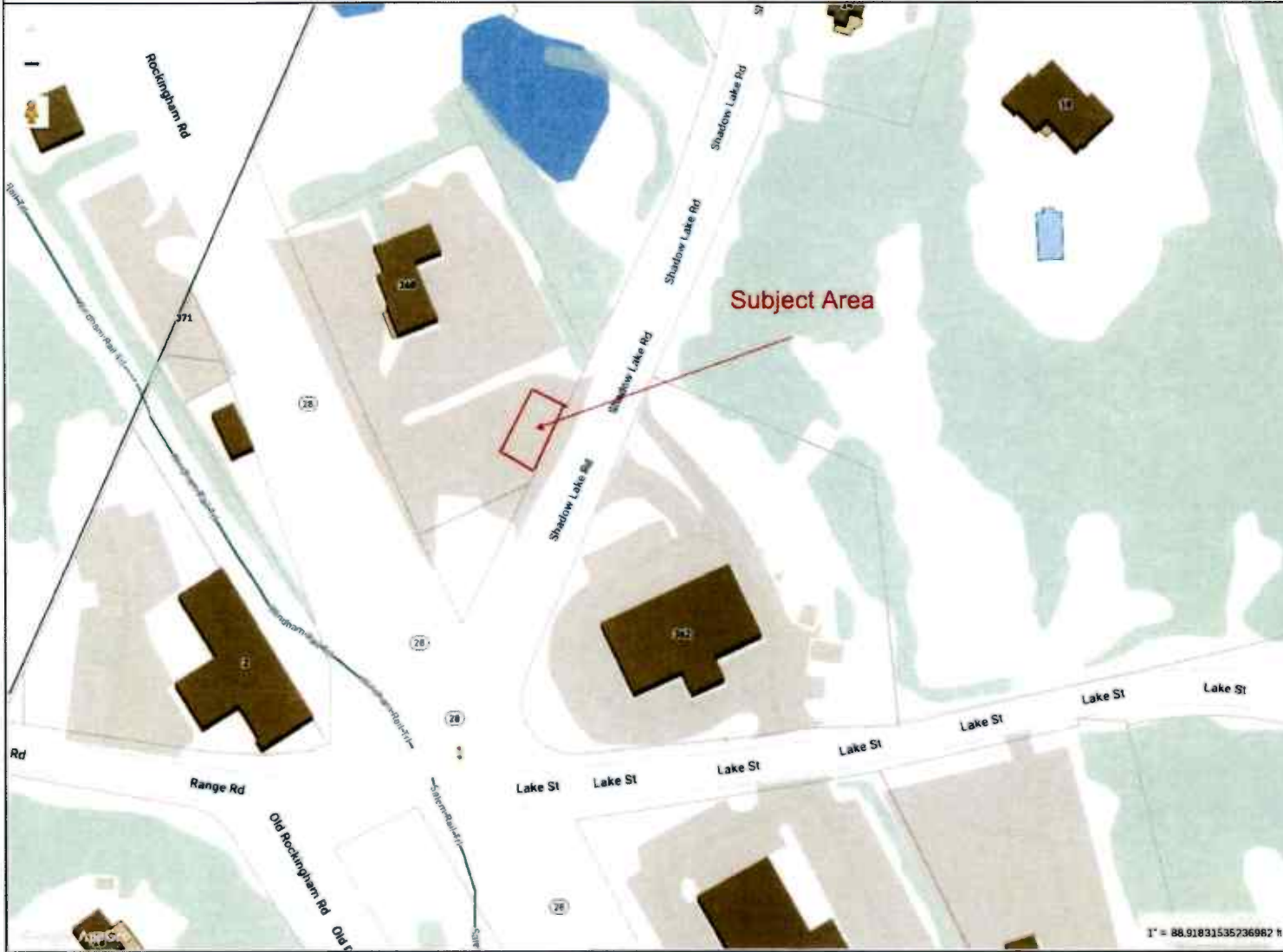
A Staff Appraiser from the Department evaluated the property and concluded it does not have an independent highest and best use. They then prepared a contributory value appraisal using the sales comparison approach that adheres to the requirements of the Right of Way Manual and the Uniform Standards of Professional Appraisal Practice. The property's opinion of value as of May 10, 2021, was concluded to be \$36,000.00.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Salem.

Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

The Department respectfully requests authorization to sell the parcel outlined within this request.

SGL/SJN/jl
Attachments



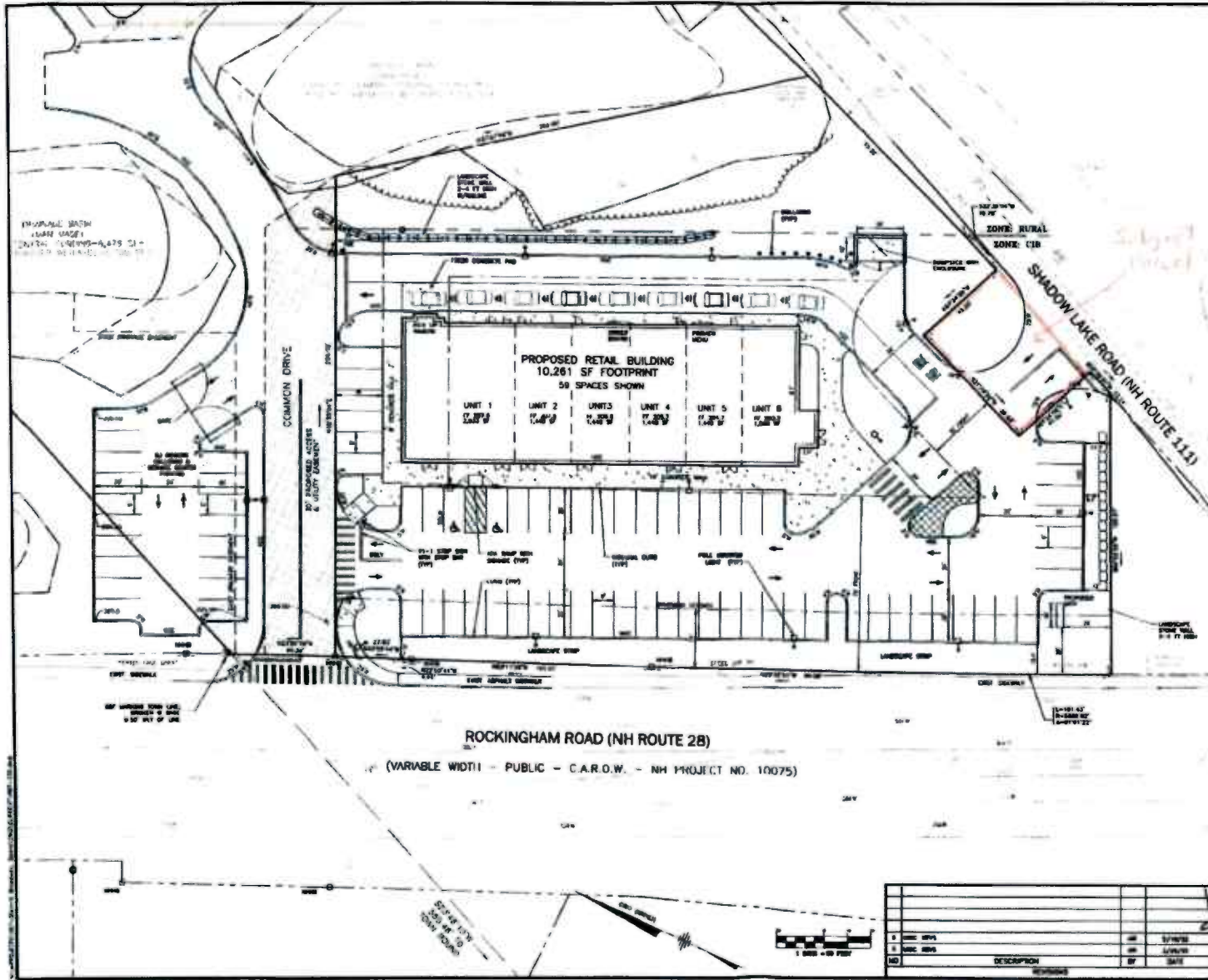
**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Salem, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/15/2023
Data updated 06/15/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

1" = 88.91831535736982 m



ZONING COMPLIANCE NOTES

490-501. COMMERCIAL-INDUSTRIAL DISTRICT, SUB-DISTRICT C-1-B
 490-501. B PERMITTED USE LOT 45-3531 - RETAIL, RESTAURANT, PERSONAL SERVICE SHOPS (COMPLEX)
 490-501 C. (1) (A) ZONING DIMENSIONS:
 BUILDING SETBACKS - C-1-B FRONT: 30 SIDE: 20 REAR: 20 (COMPLEX)
 LOT COVERAGE FOR (COMPLEX) (LOT 45-3531 - RZB - LOT 45-3538 C-1B)
 MAXIMUM HEIGHT 35 FEET OR 3 STORIES (COMPLEX)
 490-501.C.(1)(A)(1) OFF-STREET PARKING & 490-701.
 490-701.C.(2) PARKING LOT LANDSCAPING REQUIREMENTS (SEE LANDSCAPE PLANS)
 490-701.E. OFF-STREET PARKING REQUIREMENTS
 RESTAURANTS - 1 PER 75 SQUARE FEET OF GROSS FLOOR AREA OR 1 PER 2 SEAT, WHICHEVER IS GREATER, MINIMUM 25 SPACES REQUIRED FOR ALL RESTAURANTS
 RETAIL STORES, STORE GROUPS, SHOPS AND SERVICE ESTABLISHMENTS 1 PER 200 SQUARE FEET OF GROSS FLOOR AREA
 LOT 45-3531
 1,483 SF RESTAURANT - 25 SPACES REQUIRED
 8,843 SF RETAIL - 43 SPACES REQUIRED
 TOTAL SPACES REQUIRED LOT 45-3531 - 68 - 68+ PROPOSED (CONDITIONAL USE PERMIT REQUIRED)
 490-501.(2) IN COMMERCIAL-INDUSTRIAL SUBDISTRICT B.
 (1) IN THAT PORTION OF C-1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND ROCKINGHAM ROAD, NO STRUCTURES OTHER THAN SIGNS WILL BE PERMITTED WITHIN 75 FEET OF THE NORTH BROADWAY RIGHT-OF-WAY (COMPLEX)
 (2) IN THAT PORTION OF C-1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND OLD ROCKINGHAM ROAD, PERMITTED USES SHALL BE LIMITED TO THOSE ALLOWED IN SUBSECTION B(1) AND (2)(A) THROUGH (E), (F) AND (H) (COMPLEX)
 (3) IN THAT PORTION OF C-1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND 74.0 ROCKINGHAM ROAD, NO PAVEMENT SHALL BE PERMITTED WITHIN 25 FEET OF THE NORTH BROADWAY RIGHT-OF-WAY. (CONDITIONAL USE PERMIT REQUIRED)
 (4) THAT PORTION OF C-1-B NORTH OF THE INTERSECTION OF NORTH BROADWAY AND OLD ROCKINGHAM ROAD IS DESIGNATED AS A CONTROLLED HIGHWAY ACCESS AREA. THE PURPOSE OF THIS DESIGNATION IS TO PROVIDE FOR CONTROL OF THE NUMBER AND LOCATIONS OF ACCESSES TO THE HIGHWAY, SUBJECT TO APPROVAL OF THE STATE HIGHWAY DEPARTMENT, TO ENSURE THE SAFETY OF THOSE USING THE HIGHWAY AND ADJACENT PROPERTIES. EXISTING DRIVES FROM LOT 45-3531 TO NORTH BROADWAY WILL BE REMOVED AND A SHARED ACCESS FROM 42-3024 IS PROPOSED.

ROCKINGHAM ROAD (NH ROUTE 28)
 (VARIABLE WIDTH - PUBLIC - C.A.R.O.W. - NH PROJECT NO. 10075)

SITE PLAN
 ASSESSORS MAP 45 LOTS: 3528, 3529, & 3531
 3/4 NORTH BROADWAY, 1/2 SHADOW LAKE ROAD,
 AND 370 NORTH BROADWAY
 SALEN, NH 03079

PREPARED FOR:
SPRIR REALTY, LLC
 6 BROADWAY, SUITE 200
 WINDHAM, NH 03097
 BY: JEFF
 ON: 03/28/20 1000

PREPARED BY:
The Dubay Group, Inc.
 100 South Main Street
 Windham, NH 03097
 603-878-0122 • 603-878-0123
 Civil Engineers • Surveyors • Planners

SCALE: 1"=30'
 DATE: JUNE 4, 2021

SEAL: [Professional Engineer Seal]
 ZONING DISTRICT: COMMERCIAL INDUSTRIAL C-1-B
 SHEET: 5 of 16

NO.	DESCRIPTION	BY	DATE	DESIGNED BY	CHECKED BY	FILE NAME	PROJECT	SHEET
1	DESIGNED	JM	03/28/20			161-SIT	487	5 of 16



Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

NOV 06 2023

RECEIVED

November 1, 2023

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

RE: Salem property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Salem, described in your letter of September 22, 2023.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures