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J.M.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

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
April 20, 2021

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 7.9 ± acres of state-owned land with improvements, located on US Route 4 in Epsom, New Hampshire. The sale will be to Russell D. and Mary Jane Ricker (Grantee), for \$181,100.00, which includes a \$1,100.00 administrative fee, effective upon Governor and Executive Council Approval.
2. The Department further requests authorization to compensate Locke Associates, Inc. in Gilmanton from the proceeds of the subject sale in the amount of \$10,800.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

It has been determined by the Department's Bureau of Finance and Contracts that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2021</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$169,200.00)	<u>FY 2021</u> \$33,840.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (80% of \$169,200.00)	<u>FY 2021</u> \$135,360.00

EXPLANATION

The subject parcel was acquired in 1966 and 1967 for the construction and use as a public rest area. The subject parcel is the former Epsom Rest Area, which was vacated in 2012. The rest area was constructed as part of the Federal Highway Beautification Act of 1965 and was utilized as such until its closure. This parcel consists of 7.9 ± acres, and is improved with a single-story structure, reportedly built in 1968.

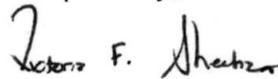
After a departmental review it was determined that the subject property is surplus to the Department's operational needs and available for disposal. This property will be conveyed with the following conditions:

- Only one access to the property will be granted, the buyer shall obtain a driveway permit for any development purposes, through the Department's District 5 office.
- The former Epsom Rest Area is eligible for listing on the National Register of Historic Places due to the architecture and for its historical associations as part of the Federal Highway Beautification Act of 1965
- The Epsom rest area is located in the LAROW, the Commissioner's Return of Highway Layout will need to be emendated.
- The Grantee will be required to solicit a NH Licensed Land Surveyor, to survey and prepare a Perimeter Boundary Line/Right-of-Way Adjustment Plan, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to record the plan in the Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed. The Buyer will supply a full-size copy of the recorded plan and draft description of the surveyed parcel(s).

On April 2, 2021, the Long Range Capital Planning and Utilization Committee, approved the Department's request (LRCP 21-013) to enter into a listing agreement with Locke Associates Inc., to market and sell the subject property for \$180,000.00, and to assess the \$1,100.00 administrative fee. Their approval authorized the Department to compensate Locke Associates Inc. a 6% commission for their real estate services.

The Department is requesting authorization for the sale of the former Epsom Rest Area, as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/LMW
Attachments

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LRCP 21-013

FROM: Stephen G. LaBonte *[Signature]* **DATE:** March 22, 2021
Administrator
*ON BEHALF OF
STEPHEN G. LABONTE* **AT:** Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: **Sale of State Owned Property in Epsom
RSA 4:39-c**

TO: The Honorable Chairman
Long Range Capital Planning and Utilization Committee

**Approved by the Long
Range Capital Planning
and Utilization
Committee 04/02/2021**

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell 7.9 +/- acres of State owned land located on NH Routes 202/4 in the Town of Epsom. The Department will enter into a listing agreement with Locke Associates Inc., for a term of one-year, with a listing price of \$181,100.00, which includes an \$1,100.00 administrative fee.

EXPLANATION

The parcel was acquired in 1966 and 1967 for construction and use as a public rest area. The subject parcel is the former Epsom Rest Area, which was vacated in 2012. The rest area was constructed as part of the Federal Highway Beautification Act of 1965 and was utilized as such until its closure. This parcel consists of approximately 7.9 ± acres, and is improved with a single-story structure, reportedly built in 1968.

After a departmental review it was determined that the subject property is surplus to the Department's operational needs and available for disposal. This property will be conveyed with the following conditions:

- Only one access to the property will be granted, the buyer shall obtain a driveway permit for any development purposes, through the Department's District 5 office.
- The former Epsom Rest Area is eligible for listing on the National Register of Historic Places due to the architecture and for its historical associations as part of the Federal Highway Beautification Act of 1965. Historic Covenants may be placed on the building that is located on the property as determined by the Department's Bureau of Environment and the New Hampshire Division of Historical Resources.
- The Epsom rest area is located in the LAROW, the Commissioner's Return of Highway Layout will need to be emendedated.
- The buyer will be responsible for submitting a recordable Right of Way Adjustment Survey/Boundary Line Survey, prepared at their expense, by a land surveyor licensed in the State of New Hampshire. This survey will describe the area being acquired and will be used to prepare the deed for the sale of this parcel.

In accordance with New Hampshire Administrative Code, Chapter Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate

Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 3 (Belknap, Hillsborough, and Merrimack Counties) were sent a request to submit a Market Analysis for the subject property at a real estate commission of 6%. Based on this request, the Department received responses from following firms.

Locke Associates Inc. PO Box 55 Gilmanton Iron Works, NH 03837	\$180,000.00 - \$200,000.00
NAI Norwood Group 116 South River Road Bedford, NH 03110	\$225,000.00 - \$250,000.00
State Appraisal	\$130,500.00

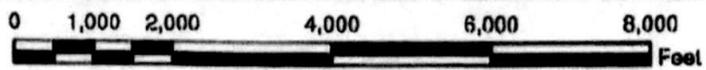
In accordance with the New Hampshire Administrative Code, Tra 1003.03, "Process for Pre-Qualification and Selection of Real Estate Professionals and Sale of State-Owned Property, the Pre-Qualification Committee reviewed the above information and felt that a value of one hundred eighty thousand (\$180,000.00) dollars was an appropriate value for this property and selected Locke Associates Inc. to market the property on behalf of the Department.

Pursuant to RSA 4:39-c and RSA 204-D:2, the Department will offer the property to the Town of Epsom, and the New Hampshire Housing Finance Authority.

The Department is respectfully requesting authorization to sell the subject parcel as outlined above.

SGL/LMW/
Attachments

Epsom Rest Area 41761



**Town of Epsom
P.O. Box 10
Epsom NH 03234**



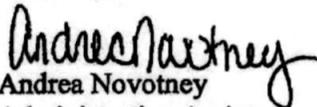
**Office (603) 736-9002
Fax (603) 736-8539**

July 2, 2021

Dear Ms. Weir,

The Epsom Select Board has made the decision to not proceed with purchasing the 7.9 acre State-owned parcel located on NH Route 28 identified on the Epsom Tax Map as U03-33.

Sincerely,


Andrea Novotney
Administrative Assistant
Town of Epsom



**NEW HAMPSHIRE
HOUSING**

DEAN J. CHRISTON
Executive Director
dchriston@nhhfa.org

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

MAY 24 2021

RECEIVED

May 18, 2021

Lisa Weir, Chief of Property Management
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Epsom property

Dear Ms. Weir:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Epsom, described in your letter of April 20, 2021.

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

Sincerely,

Dean J. Christon
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

**New Hampshire Department of Transportation
Exclusive Listing Agreement**

This is to be construed as an unequivocal "Exclusive Right to Sell" between the Seller and the undersigned Firm.

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned Locke Associates, Inc. ("FIRM"), on this date, July 6, 2021, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at US Route 4, Epsom, NH owned by SELLER consisting of 7.9 ± Acres, and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book 998 Page 193 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$181,100.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 6% of the contract price.

2. THIS AGREEMENT SHALL BE IN EFFECT from August 10, 2021, through August 9, 2022. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY.

3. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

Yes ___ No X SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

Seller Date

Yes ___ No X At this time, SELLER does not consent to dual agency showings.

SA 4 MIA _____ 8/10/21
Seller Date

Yes ___ No ___ Not applicable - FIRM does not practice dual agency.

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional

service provider. SELLER is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

7. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of sub agency. FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____. Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>2.5%</u> commission of the contract price.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>2.5%</u> commission of the contract price. <i>2.5% max 8/1/2021</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.
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9. ADDITIONAL PROVISIONS:

1. Sale is subject to Governor and Executive Council Approval
2. In addition to the purchase price, the buyer will be subject to an Administrative Fee of \$1,100.00 at closing.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

[Signature]
 Seller

August 10, 2021
 Date

PO Box 483, 7 Hazen Drive
 Address

Concord NH 03302
 City State Zip Code

Locke Associates Inc.
 Firm

8/11/2021
 Date

[Signature]
 Name

Pres
 Title

PO Box 55
 Address

Gilmanston NH NH 03837
 City State Zip Code

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 29th day of September between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Russell D. Ricker and Mary Jane Ricker ("BUYER") of 239 Bear Hill Road, Chichester, NH 03258.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Epsom, located at: 1347 Dover Road, a 968 SF building on 7.9 +/- acres and recorded in Merrimack County Book 0985 Page 0116 Dated April 19, 1986 ("PROPERTY").

3. The SELLING PRICE is one-hundred eighty Dollars \$180,000.00. A DEPOSIT in the form of a Check, is to be held in an escrow account by ("SELLER"), BUYER has delivered, or X will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. 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 \$179,000.00.

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

5. TRANSFER OF TITLE: On or before June 30, 2022 at Buyer's Title Company 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: Buyer reserves the right to conduct a walk through inspection upon reasonable notice to the SELLER within 48 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: Maggie Locke Emerson of Locke Associates, Inc. is a X seller agent buyer agent facilitator disclosed dual agent of is a seller agent X 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 \$2,500.00. This is the only remedy available to BUYER should such loss occur.

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.

SELLER(S) INITIALS [Signature] / BUYER(S) INITIALS [Signature] [RDR 12/27/21 dotloop verified] [MJR 12/27/21 dotloop verified]

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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: X YES NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S REAL ESTATE PROPERTY DISCLOSURE FORM ATTACHED HERETO AND SIGNIFIES BY INITIALING HERE:

Initials and verification stamps for RDR and MGR.

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:

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and XXX.

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).

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: Initials and verification stamps for RDR and MGR.

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

Table with 4 columns: Item, YES, NO, YES, NO. Rows include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, and Availability of Property/Casualty Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 60 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 Cash TERM/YEARS ___ RATE MORTGAGE ___ TYPE ___

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.

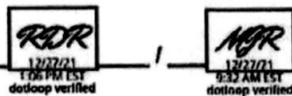
BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within XXX calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the 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
(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.

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



New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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 buyer shall be responsible for the \$1,100.00 administrative fee.

Property will be sold "As Is"

Subject to approval by Town of Epsom and the State of NH of the buyer's plans to use the existing structure as a 2 bedroom home with a barn as intended use with Septic System approval from the State of NH for the intended use.

Clarification to, approvals of, and acceptance by buyer, of the scenic easements and limitation of public to those designated areas only.

Clarification to, approvals of, and acceptance by buyer of the historical requirements

Clarification to, approvals of, and acceptance by buyer, of the final lot plot plan of the 7.9 +/- acre property being purchased.

Clarification to, approvals of, and acceptance by buyer, of the final property zone classification for the property being purchased.

SELLER(S) INITIALS [Signature] / BUYER(S) INITIALS [Signature] [Dotloop verified stamps]

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Russell D. Ricker dotloop verified
12/27/21 1:06 PM EST
TKJ-49GD-RVZA-PNRD

BUYER _____ DATE _____ TIME _____

239 Bear Hill Road

MAILING ADDRESS _____

Chichester, NH 03258

CITY _____ STATE _____ ZIP _____

Mary Jane Ricker dotloop verified
12/27/21 9:32 AM EST
KVDE-SWLS-CGCV-7UBK

BUYER _____ DATE _____ TIME _____

239 Bear Hill Road

MAILING ADDRESS _____

Chichester, NH 03258

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.

Mr. J. [Signature] NH DOT 12/17/21 3:45 PM

SELLER _____ DATE _____ TIME _____

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

MAILING ADDRESS _____

Concord, New Hampshire 03302

CITY STATE ZIP _____

SELLER _____ DATE _____ TIME _____

MAILING ADDRESS _____

CITY STATE ZIP _____

**ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT**



This 1 Addendum to the Purchase and Sales Agreement with an effective date of _____ between
The State of New Hampshire Department of Transportation ("SELLER"), and
Mary Jane Ricker and Russell D. Ricker ("BUYER"), for
the property located at 1347 Dover Road, Epsom, NH,

hereby agree to the following:

Prior to Closing:

Subject to approval by Town of Epsom and State of NH of the buyer's plans to use the existing structure as a 2 bedroom home with a barn as intended use with Septic System approval from the State of NH for the intended use.

Clarification to, approvals of, and acceptance by buyer, of the scenic easements and limitation of public to those designated areas only.

Clarification to, approvals of, and acceptance by buyer, of the historic requirements

Clarification to, approvals of, and acceptance by buyer, of the final lot plot plan of the 7.9 acre property being purchased.

Clarification to, approvals of, and acceptance by buyer, of the final property zone classification of the property being purchased.

Buyer will be responsible for submitting a recordable Right of Way Adjustment Survey/Boundary Line Survey, prepared at their expense, from a land surveyor licensed in the State of NH. The survey will describe the area being sold and will be used to prepare the deed.

Property is located in the LAROW (Limited Access Right of Way), the Commissioner's Return of Highway Layout will need to be emended prior to sale. Only one access to the property will be granted. The buyer shall obtain a driveway permit for any development purposes through the State of NH Department of Transportation District's 5 Office.

The former rest area site is eligible for listing on the National Register of Historic Places due to the architecture and for its historical associations as part of the Federal Highway Beautification Act of 1965. Historic Covenants may be placed on the building however, specifics are not know at this time. Buyer will have 30 days upon receipt under "Due Diligence 15a to review Historic Covenants.

Property is located in a flood zone according to the map the State of NH provided. Buyer to confirm with their insurance company.

Buyer to pay Administrative fee to the State of New Hampshire Department of Transportation of \$1,100 at closing.

Sale shall be subject to the approval of the Governor and Council.

Buyer acknowledges that the State of New Hampshire is exempt from the Site Assessment requirement.

Subject to buyers ability to obtain Title Insurance on the property.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

<i>Russell D. Ricker</i> binding verified THROUGH EASY PRINT SIGNATURE	<i>Mary Jane Ricker</i> binding verified THROUGH EASY PRINT SIGNATURE
BUYER	BUYER
DATE / TIME	DATE / TIME

SELLER	SELLER
3/24/2002 DATE / TIME	DATE / TIME

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 2nd Addendum to the Purchase and Sales Agreement with an effective date of Upon Approval of G & C between Department of Transportation ("SELLER"), and Russell D. Ricker and Mary Jane Ricker ("BUYER"), for the property located at 1347 Dover Road, Epsom, NH 03234, hereby agree to the following:

Buyer and Seller hereby agree to release the follow contingencies from the Purchase and Sales Agreement:

Clarification to, approvals of, and acceptance by buyer, of the scenic easements and limitation of public to those designated areas only.

Clarification to, approvals of, and acceptance by buyer, of the historic requirements

The former rest area site is eligible for listing on the National Register of Historic Places due to the architecture and for its historical associations as part of the Federal Highway Beautification Act of 1965. Historic Covenants may be placed on the building however, specifics are not know at this time. Buyer will have 30 days upon receipt under "Due Diligence 15a to review Historic Covenants.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

Russell D. Ricker BUYER DATE / TIME

Mary Jane Ricker BUYER DATE / TIME

[Signature] SELLER 3/17/22 11:20 DATE / TIME

SELLER DATE / TIME