



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

APR25'22 PM 2:18 RCVD



William Cass, P.E.
Assistant Commissioner

Sam
33

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

Bureau of Right-of-Way
April 7, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 1.89 +/- acre parcel of state-owned land with improvements, located at 1556 White Mountain Highway in the Town of Madison. The sale will be to A.J. Coleman & Sons Inc. and/or assigns (Grantee) for \$301,000.00, plus a \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate Coldwell Banker Lifestyles from the proceeds of the sale in the amount of \$15,050.00 (5%) for real estate services.

This parcel is subject to payback to the Federal Highway Administration as the initial acquisition was made with federal funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2022</u>
Administrative Fee	\$1,100.00
04-096-096-963015-3049-405215	<u>FY 2022</u>
Sale of Parcel	\$285,950.00
(100% of \$285,950.00)	
(Estimated amount, actual will be based on closing statement)	

EXPLANATION

The Department wishes to dispose of a 1.89 +/- acre parcel of state-owned land located at 1556 White Mountain Highway in the Town of Madison. The parcel is improved with 2 story single family residence with a detached garage and was acquired in 2005 as part of the Conway 11339B Bypass Project.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. The condition of the sale are as follows:

- The State shall retain a 50-foot ROW along the front of the property that abuts NH Route 16.
- The Grantee will be required to solicit a NH Licensed Land Surveyor to survey and prepare a Perimeter Boundary Line Survey 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 Carrol County Registry of Deeds from which the Department will prepare the conveyance deed. The Grantee will supply a full-size copy of the recorded plan and draft description of the surveyed parcel.

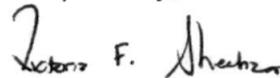
At the January 24, 2022, meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 22-003) was approved, which allowed the Department to enter into a listing agreement with Coldwell Banker Lifestyles, to sell the above-listed property for \$279,000.00, and to assess a \$1,100.00 administrative fee. Their approval authorized the Department to compensate Coldwell Banker Lifestyles with a 5% commission for the sale of this property.

Coldwell Banker Lifestyles marketed the subject property and brought all offers to the Department for consideration. On March 17, 2022, the Department entered into a Purchase and Sale Agreement with A.J. Coleman and Sons Inc. and/or assigns for \$301,000.00 plus a \$1,100.00 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Madison, and they do not have an interest in the property. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, and they do not have an interest in the property.

The Department respectfully requests authorization to sell the subject parcel and compensate Coldwell Banker Lifestyles as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/ARP
Attachments

(2175-03)

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LKCP 22-003

FROM: Stephen G. LaBonte
Administrator

DATE: January 7, 2022

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Madison
RSA 4:39-c

Approved by the Long Range
Capital Planning and

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

Utilization Committee
January 24, 2022

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of 1.89 +/- acres of state-owned land, with improvements, located at 1556 White Mountain Highway in the Town of Madison. The Department will enter into a listing agreement for a term of one year with Coldwell Banker Lifestyles, with a 6% sales commission. The sale price for this parcel is \$279,000.00, and the Department will assess an administrative fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department wishes to dispose of 1.89 +/- acres of state-owned land located at 1556 White Mountain Highway in the Town of Madison. This property is improved with a 2-story single-family residence, with a detached garage.

The property was acquired in 2005 for the Conway Bypass 11339B project for \$225,000.00.

The departmental review determined that the subject parcel is surplus to the Department's operational needs and available for disposal. This property will be sold "As Is," with the following conditions.

- The buyer is responsible for submitting a recordable Right of Way Adjustment/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.
- The State will retain a 50-foot ROW along the front of the property that abuts NH Route 16.

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 1 (Carrol, Coos and Grafton 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 two firms.

Coldwell Banker Lifestyles \$279,000.00
486 White Mountain Highway, Suite E
Conway, NH 03818

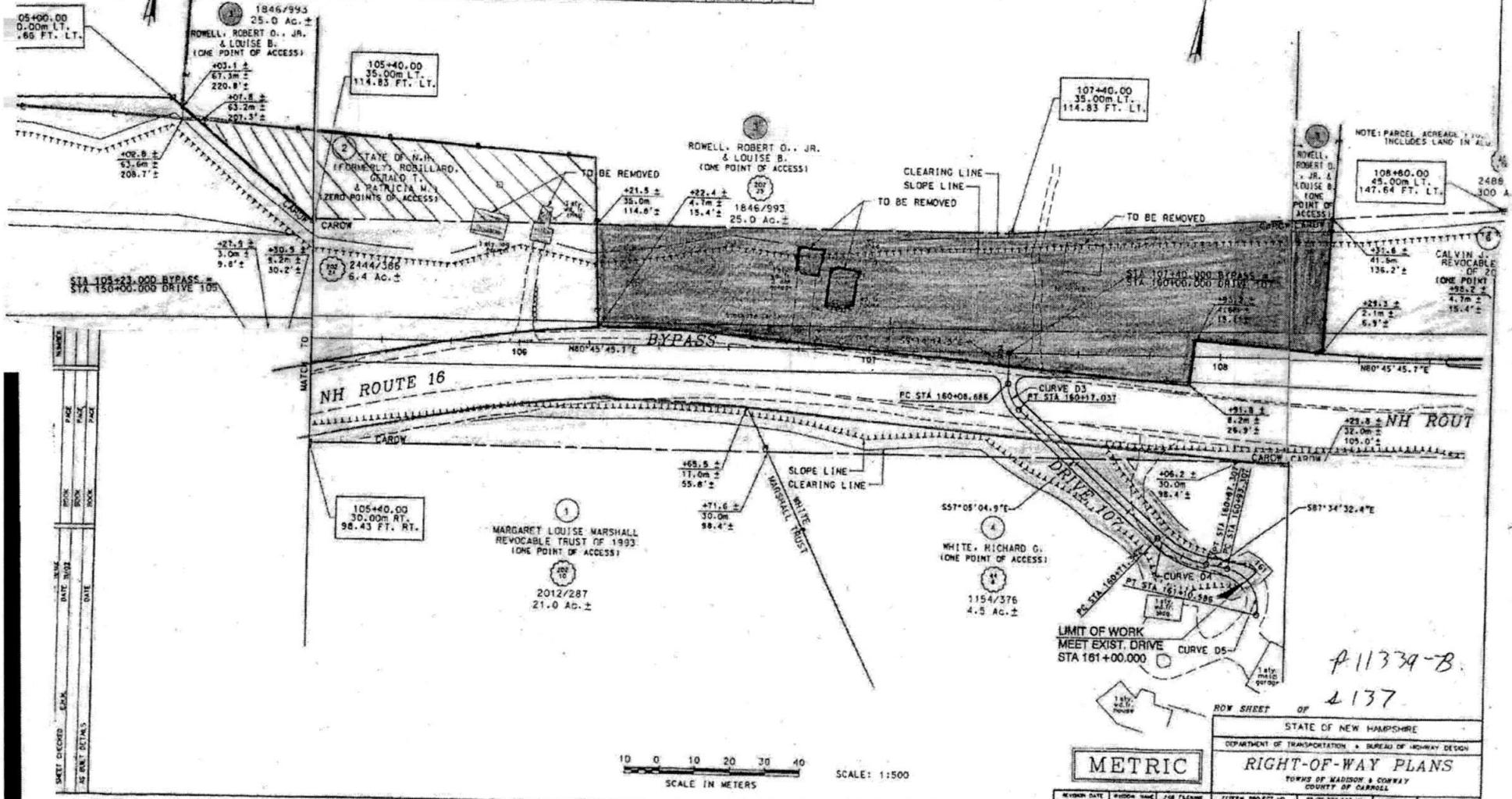
Pinkham Real Estate \$275,000.00
2558 White Mountain Highway
North Conway, NH 03860



Find address or place



PROPERTY OWNER	TOTAL AREA OF PARCEL		AREA OF TAKE		REMAINDER		EASEMENT				CARDW. PLS. OF ACCESS	REV. NO.		
	Pkg.	Ac.	No.	Ac.	Pkg.	Ac.	PERMANENT		TEMPORARY				L.T.	R.T.
							m ²	a. f.	m ²	a. f.				
MARGARET LOUISE MARSHALL REVOCABLE TRUST OF 1993			SEE SHEET NO. 38											
STATE OF N.H. (FORMERLY J. ROBILLARD, OSWALD T. & PATRICIA M.) ZERO POINTS OF ACCESS			SEE SHEET NO. 38											
ROWELL, ROBERT D., JR. & LOUISE B. (ONE POINT OF ACCESS)	1846/993	25.0	23.00	0.75	1846/993	23.11							1.3	
ROWELL, ROBERT D., JR. & LOUISE B. (ONE POINT OF ACCESS)	1846/993	25.0	23.00	0.75	1846/993	23.11							1.3	



A.11339-B.
4137

METRIC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION • BUREAU OF HIGHWAY DESIGN
RIGHT-OF-WAY PLANS
TOWNS OF MADISON & CONWAY
COUNTY OF CARROLL

DATE CHECKED: _____
DATE DESIGNED: _____
DATE REVISION: _____
DATE REVISION: _____

**TOWN OF MADISON
OFFICE OF SELECTMEN
POST OFFICE BOX 248
MADISON, NEW HAMPSHIRE 03849**

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

FEB 10 2022

RECEIVED

Phone: 603-367-4332

Fax: 603-367-4547

February 9, 2022

Stephen G. LaBonte, Administrator
Bureau of Right of Way
NH DOT
7 Hazen Dr - Rm 100
PO Box 483
Concord, NH 0330-0483

RE: Map 202 Lot 025-001

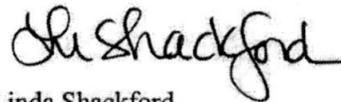
Dear Administrator LaBonte,

The Board of Selectmen are in receipt of your letter dated January 24, 2022 in regards to 1556 White Mountain Highway also know as Map 202 Lot 025-001. Pursuant to RSA 4:39-c:1 the Board understands that you contacted them to solicit the Town's interest prior to making this property available to the general public.

The Board discussed your offer at their meeting on February 8, 2022 and respectfully declined the offer to purchase the property by a unanimous vote.

Thank you for contacting us. Should you have any questions I can be reached at 603-367-4332x300 Monday through Thursday 8am to 4pm.

Sincerely,



Linda Shackford
Town Administrator



NEW HAMPSHIRE
HOUSING

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
FEB 22 2022
RECEIVED

February 17, 2022

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: Madison property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property in Madison, described in your letter of January 24, 2022.

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

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110
Mail: PO Box 5087, Manchester, NH 03108

603.472.8623
NHHFA.org



EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form

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



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire ("SELLER"), hereby gives the undersigned Coldwell Banker Lifestyles ("FIRM"), on this date, 03/01/2022, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 1556 White Mountain Highway, Madison NH 03849 owned by SELLER consisting of 1.89 +/- Acres improved with 2 story single family residence and detached garage and including any other property, real or personal, subsequently added thereto, recorded in the _____ County Registry of Deeds in Book 2480 Page 0211 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 279,000.00 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 5% of the contract price or --- of the lease amount or ---

Commission due shall be based on the gross contract price the net contract price (gross contract price less amounts paid on behalf of buyer such as closing costs, points, etc. as specified in the Purchase & Sales Agreement).

2. THIS AGREEMENT SHALL BE IN EFFECT from 03/01/2022, through 03/01/2023. 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 New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") two business days (or within one business day after publicly marketing a "residential" property) 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. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or ---

3. DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Lindsey Malhos as SELLER'S designated agent(s).

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 SELLER'S designated agent(s), the potential for dual agency exists.

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 SELLER DATE

At this time, SELLER does not consent to dual agency showings.

SELLER DATE SELLER DATE

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. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. 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 has been 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 will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a --- % commission of the contract price or --- Yes No Not Offered by FIRM

SELLER(S) INITIALS

FIRM

EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequivocal *Exclusive Right To Sell/Lease* between the Seller and the undersigned Firm.



(b) 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 or --	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(d) <input type="checkbox"/> None of the Above. If this box 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 checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input 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 and <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 and <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 members' 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 members' public websites.

9. ADDITIONAL PROVISIONS

Sale is Subject to Governor and Executive Council Approval

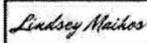
In addition to the purchase price, the Buyer will be subject to an Administrative fee of \$1100.00

The Buyer is responsible for submitting a recordable Right of Way Adjustment/Boundary Line Survey prepared at their expense by a land surveyor licensed with the State of New Hampshire. This survey will describe the area being acquired and will be used to prepare the Deed for sale of this parcel.

The State will retain a 50 foot ROW along the front portion of the property that abuts NH Rte 16

THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL 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.

 For NH DOT	3/3/22	SELLER	DATE
--	--------	--------	------

PO Box 483, 7 Hazen Drive	ADDRESS
Concord, NH 03302-0483	CITY STATE ZIP
Coldwell Banker Lifestyles	BY  TITLE DATE
486 White Mountain Highway, Suite E	Conway, NH 03818 STATE ZIP

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 16th day of March between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and A.J. Coleman & Son Inc. ("BUYER") of 9 NH Rte 16 Albany, NH 03818

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Madison, NH, located at: 1556 NH Rte 16 and recorded in Carroll County Book 2480 Page 211 Dated 11/17/2005 ("PROPERTY").

3. The SELLING PRICE is \$301,000.00 Dollars plus an \$1,100.00 administrative fee. A DEPOSIT in the form of a check is to be held in an escrow account by ("SELLER"), BUYER X has delivered, or will deliver to the ESCROW AGENT'S FIRM within days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$20,000.00. 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 \$281,000.00.

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

5. TRANSFER OF TITLE: On or before June 30, 2022 at Alpine Title, Conway, NH 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 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SFI (FR/S) and BUYER(S) acknowledge the roles of the agents as follows:
Lindsey Maihos of CB Lifestyles is a X seller agent buyer agent facilitator disclosed dual agent
David Haine of David R. Haine RE 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 \$2000.00. 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.

SELLER(S) INITIALS

BUYER(S) INITIALS

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures: As listed

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 PROPERTY DISCLOSURE FORM ATTACHED HERETO AND SIGNIFIES BY INITIALING HERE: CS

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

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

The use of days is intended to mean calendar days from the effective date of this Agreement. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:

(a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or

(b) if SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or

(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

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: CS

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within ___ days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement (___ is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT _____ 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. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

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 2 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 N/A _____ ("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.

SELLER(S) INITIALS

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BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

19. ADDITIONAL PROVISIONS:

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

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

The Buyer is responsible for submitting a recordable Right of Way Adjustment plan prepared at their expense by a land surveyor licensed by the State of NH. This survey will describe the area being acquired & will be used to prepare the Deed for sale. The State of NH will retain a 50' ROW along the front abutting NH Rte 16.

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract which shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly

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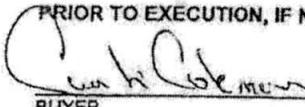
stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

22. GOVERNING LAW: All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.

23. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

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

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

 3/17/27
BUYER _____ DATE _____ TIME _____

BUYER _____ DATE _____ TIME _____

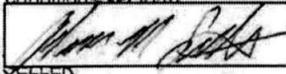
9 NH Rte 16
MAILING ADDRESS _____

MAILING ADDRESS _____

Albany, NH 03818
CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

 3/17/2027
SELLER _____ DATE _____ TIME _____

SELLER _____ DATE _____ TIME _____

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

MAILING ADDRESS _____

Concord, New Hampshire 03302
CITY STATE ZIP _____

CITY STATE ZIP _____