

26



Department of Transportation

William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

26



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  
January 30, 2024

**REQUESTED ACTION**

1. Authorize the New Hampshire Department of Transportation (Department) to sell a parcel of state-owned land under RSA 4:39-c and RSA 228:31 to Derek White Conant and Jennifer Marie Logsdon (Grantees), for \$99,000 with the Department assessing an administrative fee of \$1,100. The parcel, consisting of 5.2 +/- acres of unimproved land, is located on the southwesterly side of NH Route 106 (Rocky Pond Road) and easterly of Loudon Ridge Road in the Town of Loudon (Town).

2. Further authorize the Department to compensate Locke Associates, LLC (Locke) from the proceeds of the sale of \$5,940 (6%) for real estate services, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has determined that the funding for this parcel is 85% Consolidated Federal Aid and 15% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2024</u>
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	<u>FY 2024</u>
Sale of Parcel – Highway Funds	\$13,959
(15% of \$93,060)	
04-096-096-963515-3054-401771	<u>FY 2024</u>
Consolidated Federal Aid	\$79,101
(85% of \$93,060)	

## EXPLANATION

The Department is processing the disposal of 5.2 acres of land in Loudon as described above. The parcel of land was acquired in 2003 by a Warranty deed from Grant D. and Dianna T. Avery, for the Concord-Laconia 10672 project.

This request was reviewed by the Department and was determined to be surplus to its operational needs. The sale will include the following conditions:

- The buyer shall be responsible for obtaining all local and state approvals, including but not limited to subdivision approval.
- The Parcel will be sold "AS IS, WHERE IS, and WITH ALL FAULTS."

At the September 15, 2023, meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 23-030) was approved and allowing the Department to enter into a listing agreement with Locke to sell the property for \$99,000 and assess an administrative fee of \$1,100. The Committee's approval authorized the Department to compensate the Realtor a 6% commission from the sale proceeds.

The Realtor marketed the property and brought all offers to the Department for consideration. On December 5, 2023, the Department entered into a Purchase and Sale Agreement with Derek White Conant and Jennifer Marie Logsdon for \$99,000, plus an administrative fee of \$1,100.

The Department solicited interest from the Town of Loudon under RSA 4:39-c, and they do not have an interest in the property.

The Department also solicited interest from the New Hampshire Housing Finance Authority under RSA 204-D:2, and they do not have an interest in the property.

The Department respectfully requests authorization to sell the parcel and compensate the Realtor, as noted above.

Respectfully,

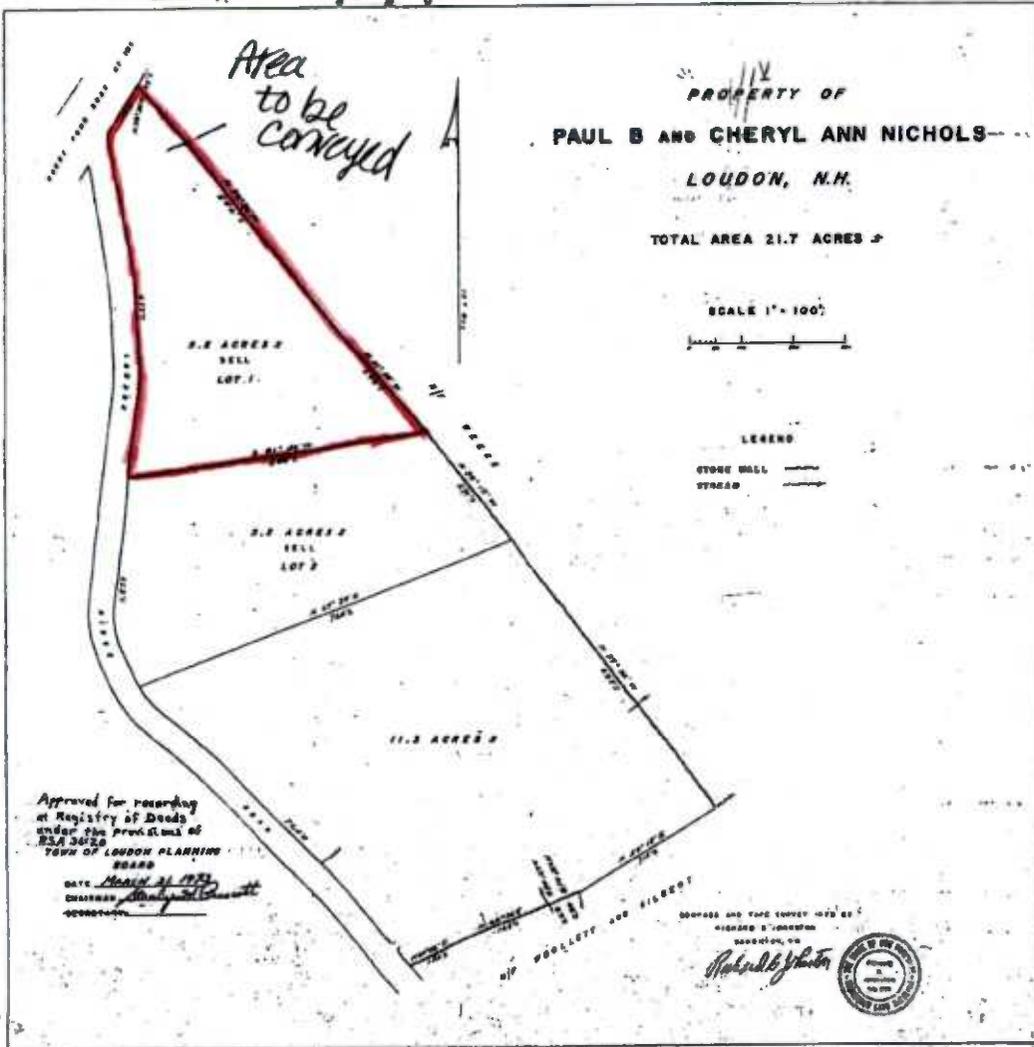


William J. Cass, P.E.  
Commissioner

WJC/AMO  
Attachments



3477 #3477 Received Dec. 28, 10-55 A.M. 1978  
Client: William W. Roy, Mayor, Raleigh



55 South Village Road, Suite 1  
Loudon, New Hampshire  
03307



Telephone:  
603-798-4541  
FAX  
603-798-4546

[selectmensoffice@loudonnh.org](mailto:selectmensoffice@loudonnh.org)

DEPT. OF TRANSPORTATION  
BUREAU OF RIGHT OF WAY

OCT 10 2023

RECEIVED

September 26, 2023

Attn: Stephen G. LaBonte  
Bureau of Right of Way  
JO Morton Building – Room 100  
7 Hazen Drive - PO Box 483  
Concord, NH 03302-0483

Re: Map 66, Lot 10

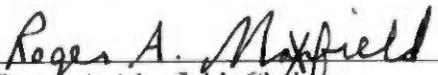
Mr. LaBonte -

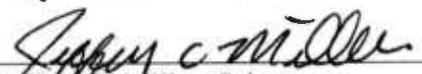
We've received your letter regarding the potential sale of a parcel of land in Loudon identified as Map 66, Lot 10. We do not have any interest in purchasing this parcel.

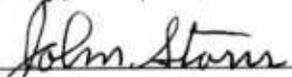
Thank you for your consideration.

Sincerely,

Loudon Board of Selectmen

  
\_\_\_\_\_  
Roger A. Maxfield, Chairman

  
\_\_\_\_\_  
Jeffrey C. Miller, Selectman

  
\_\_\_\_\_  
John Storrs, Selectman



**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: Loudon property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Loudon, described in your letter of September 15, 2023.

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

Sincerely,

Robert B. Dapice  
Executive Director/CEO

Enclosures

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

**LRCP 23-030**

**FROM:** Stephen G. LaBonte   
Administrator

**DATE:** August 30, 2023

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

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

Approved 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**

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of a parcel of unimproved state-owned land consisting of 5.2 +/- acres, located on the southwesterly side of NH Route 106 (Rocky Pond Road) and easterly of Loudon Ridge Road in the Town of Loudon (Town). The Department will enter into a listing agreement for a term of one year with Locke Associates. The listing price will be \$99,000, with the Department assessing an administrative fee of \$1,100, pursuant to RSA 4:40, III-A. The Department will negotiate within the Committee's current policy guidelines. The sale will be subject to the conditions specified in this request.

**EXPLANATION**

The Department is processing the disposal of the parcel of state-owned land located on the southwesterly side of NH Route 106 (Rocky Pond Road) and the easterly side of Loudon Ridge Road in the Town of Loudon. The 5.2 +/- acre parcel was acquired in 2003 for \$51,000 for the Concord-Laconia 10672 Project.

After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs and available for disposal. This parcel will be sold "as is, where is, and with all faults" with the following conditions:

- The buyer shall be responsible for obtaining all local and state approvals, including but not limited to subdivision approval.

In accordance with New Hampshire Administrative Rules, Chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and Chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 3 (Belknap, Merrimack, and Hillsborough Counties) were sent a request to submit a market analysis for the property. The approved Realtor will receive a real estate commission based on the breakdown listed below

- 4% from \$1,000,001.00 to \$2,000,000.00
- 5% from \$500,001.00 to \$1,000,000.00
- 6% of the first \$500,000.00

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 5 day of December 2023 between the Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Derek White Conant and Jennifer Marie Loqsdon ("BUYER") of 1052 Loudon Ridge Road Loudon, NH 03307.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Loudon, located at: 5.20-acre lot +/-, lot 10 State Route 106/ Loudon Ridge Road Loudon, NH 03307 ("PROPERTY") and recorded in Merrimack County Book 2543 Page 0154 Dated 07/31/2003.

3. The SELLING PRICE is \$99,000. A DEPOSIT in the form of a Check is to be held in an escrow account by Locke Associates, Inc, 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 \$5,000. 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 \$0 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 cashiers or trust account checks in the amount of \$94,000.

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

5. TRANSFER OF TITLE: On or before 2/28/2024 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 the 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 \$1,000. This is the only remedy available to BUYER should such loss occur.

9. TITLE: If upon examination of the 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 the 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 the time and date of closing.

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]



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 water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

**LEAD PAINT:** Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. **Disclosure Required:** \_\_\_ YES \_\_\_ NO

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

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 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, that 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:  

SELLER(S) INITIALS  / BUYER(S) INITIALS  

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 10 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 \_\_\_\_\_ 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 the 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.

If BUYER provides written evidence of inability to obtain financing to SELLER by \_\_\_\_\_ ("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] [Digital Stamp: 12/17/23 12:41 PM EST dotloop verified] [Digital Stamp: 12/17/23 12:49 PM EST dotloop verified]

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 for providing SELLER in a timely manner with written evidence of financing or lack of financing as described above.

19. 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.
3. If applicable, the Buyer is responsible for obtaining all local and state approvals.
4. Property is to be sold "AS IS, WHERE IS, and WITH ALL FAULTS".

20. ADDENDA ATTACHED: \_\_\_ Yes \_\_\_ X No

21. EFFECTIVE DATE/NOTICE: Any notice, communication, or document delivery requirements hereunder may be satisfied by providing the required notice, communication, or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract which shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. The 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 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.

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS \_\_\_\_\_



New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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.

Derek White Conant dotloop verified 12/12/23 12:41 PM EST OBLN-IKEP-J3FA-IEUS

BUYER DATE TIME

1052 Loudon Ridge Rd

MAILING ADDRESS

Loudon, NH 03307 CITY STATE ZIP

Jennifer Marie Logsdon dotloop verified 12/12/23 12:49 PM EST LBOA-LPSK-ZYK2-RKSY

BUYER DATE TIME

same

MAILING ADDRESS

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.

Handwritten signature and date: 12/19/23, 1530

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

**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, 1 year, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at NH Route 106/Loudon Ridge Road owned by SELLER consisting 5.20 ± Acres, and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book 2543 Page 154 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY for \$99,000 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 October 26, 2023, through October 26, 2024. Upon full execution of a contract for the 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 the SELLER and the buyer, there is a limitation on the agent's ability to represent either party fully or 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 the 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 before considering an offer to purchase the property.

[Signature] \_\_\_\_\_ 10/23/23  
Seller Date

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

\_\_\_\_\_  
Seller Date

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

5. DUTIES OF SELLER. SELLER acknowledges the 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 purchasers. 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 several 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 - The 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 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 or 3%</u> commission on 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 or 3%</u> commission of the contract price.	<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) _____ None of the Above. If this is checked, the property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	A For Sale sign may be placed on the property.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	The property will be advertised and marketed at FIRM'S discretion.
Yes <input type="checkbox"/> No <input type="checkbox"/>	A key to the building will be on file with FIRM.
Yes <input type="checkbox"/> No <input type="checkbox"/>	A lock box may be placed on the property.
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FIRM must be present for all showings.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Exterior pictures of the property may be taken.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interior pictures of the property may be taken.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Video/Virtual tour photography is allowed at FIRM'S discretion.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	FIRM may disclose the existence of other offers.
Yes <input type="checkbox"/> No <input type="checkbox"/>	Property listing data may be submitted to MLS and may be used for comparable.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Property addresses may be displayed on public websites.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If "Yes" is checked above: the State of New Hampshire
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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.





**State of New Hampshire**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**DIVISION OF LICENSING AND BOARD ADMINISTRATION**  
 7 Eagle Square, Concord, NH 03301-4980  
 Phone: 603-271-2152

**BROKERAGE RELATIONSHIP DISCLOSURE FORM**  
**(This is Not a Contract)**

*This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information*

**Right Now, You Are a Customer**

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

**To Become a Client**

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

**As a client, in addition to the customer-level services, you can expect the following client-level services**

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.

For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.

For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

**Client-level services also include advice, counsel, and assistance in negotiations.**

**For important information about your choices in real estate relationships, please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).  
 I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)	Name of Consumer (Please Print)
Stephen G. LaBonte, NHDOT	Maggie Locke Emerson for NHDOT
Signature of Consumer	Signature of Consumer
Date	Date
	10/23/23

Maggie Locke Emerson	#7960	Locke Associates, Inc. #6608
Provided by: Name & License #	Date	(Name and License # of Real Estate Brokerage Firm)

consumer has declined to sign this form  
 (Licensees Initials)

**PROPERTY DISCLOSURE - LAND ONLY**  
 New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

1. **SELLER:** The State of New Hampshire
2. **PROPERTY LOCATION:** Interesection of Loudon Ridge road and NH Route 108
3. The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. **NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.**

5. **WATER SUPPLY (Please answer all questions regardless of type of water supply)**
- a. TYPE OF SYSTEM:  None  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other N/A
- b. INSTALLATION: Location: N/A Installed By: N/A  
 Date of Installation N/A What is the source of your information? N/A
- c. USE: Number of Persons currently using the system: N/A  
 Does system supply water for more than one household?  Yes  No
- d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
 Pump:  Yes  No  N/A Quantity:  Yes  No  Unknown  
 Quality:  Yes  No  Unknown  
 If YES to any question, please explain in Comments below or with attachment.
- e. WATER TEST: Have you had the water tested?  Yes  No Date of most recent test \_\_\_\_\_  
 IF YES to any question, please explain in Comments below or with attachment.  
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations?  Yes  No  
 IF YES, are test results available?  Yes  No  
 What steps were taken to remedy the problem? \_\_\_\_\_
- f. COMMENTS: \_\_\_\_\_

6. **SEWAGE DISPOSAL SYSTEM**
- a. TYPE OF SYSTEM: Public:  Yes  No Community/Shared:  Yes  No  
 Private:  Yes  No Unknown:  Yes  No  
 None:  Yes  No Septic/Design Plan in Process?  Yes  No  
 Septic Design Available?  Yes  No
- Comments: \_\_\_\_\_
- b. IF PUBLIC OR COMMUNITY/SHARED:  
 Have you experienced any problems such as line or other malfunctions?  Yes  No  
 What steps were taken to remedy the problem? \_\_\_\_\_
- c. IF PRIVATE:  
 TANK:  Septic Tank  Holding Tank  Cesspool  Unknown  Other N/A  
 Tank Size  500 Gal.  1,000 Gal.  Unknown  Other N/A  
 Tank Type  Concrete  Metal  Unknown  Other N/A  
 Location: N/A  Location Unknown Date of Installation: \_\_\_\_\_  
 Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No Comments: N/A
- d. LEACH FIELD:  Yes  No  Other \_\_\_\_\_  
 IF YES: Size N/A Location: N/A  Unknown  
 Date of installation of leach field: N/A Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_
- e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A?  Yes  No  Unknown  
 IF YES, has a site assessment been done?  Yes  No  Unknown  
 SOURCE OF INFORMATION: \_\_\_\_\_
- f. COMMENTS: \_\_\_\_\_

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

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

**PROPERTY DISCLOSURE - LAND ONLY**  
 New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** Interstion Loudon Ridge Road and NH Route 106

**7. HAZARDOUS MATERIAL**

**UNDERGROUND STORAGE TANKS - Current or previously existing:**

Are you aware of any past or present underground storage tanks on your property?  YES  NO  UNKNOWN

IF YES: Are tanks currently in use?  YES  NO

IF NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_ Owner of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Are you aware of any problems, such as leakage, etc.?  Yes  No Comments: \_\_\_\_\_

Are tanks registered with the Department of Environmental Services (D.E.S.)?  YES  NO  UNKNOWN

If tanks are no longer in use, have tanks been abandoned according to D.E.S.?  YES  NO  UNKNOWN

Comments: \_\_\_\_\_

**8. GENERAL INFORMATION**

a. Is this property subject to Association fees?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

If YES, what is your source of information? \_\_\_\_\_

b. Is this property located in a Federally Designated Flood Hazard Zone?  YES  NO  UNKNOWN

c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

d. What is your source of information? \_\_\_\_\_

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

f. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

g. How is the property zoned? \_\_\_\_\_ Source: \_\_\_\_\_

h. Has the property been surveyed?  YES  NO  UNKNOWN If YES, is the survey available?  YES  NO

i. Has the soil been tested?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

j. Has a percolation test been done?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

k. Has a test pit been done?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

l. Have you subdivided the property?  YES  NO  UNKNOWN

m. Are there any local permits?  YES  NO  UNKNOWN Please explain: \_\_\_\_\_

n. Are there attachments explaining any of the above?  YES  NO  UNKNOWN

o. Septic/Design plan available?  YES  NO  UNKNOWN

p. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)  YES  NO If YES, please explain: \_\_\_\_\_

**9. ADDITIONAL INFORMATION:**

**10. NOTE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.**

SELLER(S) INITIALS

BUYER(S) INITIALS \_\_\_\_\_



### ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 1 Addendum to the Purchase and Sales Agreement with an effective date of Upon appr. of Governor & Council between Department of Transportation ("SELLER"), and Derek White Conant and Jennifer Marie Logsdon ("BUYER"), for the property located at 10 State Route 106/Loudon, Loudon, NH 03307, hereby agree to the following:

Transfer of Title shall be extended from February 28, 2024 to on or before April 26, 2024.

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.

*Derek White Conant*  
BUYER  
DATE / TIME

*Jennifer Marie Logsdon*  
BUYER  
DATE / TIME

*[Signature]* For NHDOT 1/22/24 0905  
SELLER  
DATE / TIME

SELLER  
DATE / TIME