



William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

23



David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Right-of-Way  
January 31, 2025

**REQUESTED ACTION**

1. Pursuant to RSA 4:39-c, authorize the New Hampshire Department of Transportation (Department) to sell a parcel of State-owned land to Collin P. Snide and Nicole M. Snide (Grantees) for \$54,000 and assess an additional administrative fee of \$1,100. The parcel, consisting of 5.01 +/- acres of unimproved land, is located on the northerly side of Monadnock Street in the Town of Troy.
2. The Department further requests authorization to compensate HKS Associates, Inc. (HKS) from the proceeds of the sale a (6%) commission fee of \$3,240 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 100% Federal Payback Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2025</u>
Administrative Fee	\$1,100
04-096-096-963015-3049-405215	<u>FY 2025</u>
Federal Payback	\$50,760
(100% of \$50,760)	

**EXPLANATION**

The Department is processing the disposal of 5.01 +/- acres of unimproved vacant land in the Town of Troy. The parcel of land was acquired in 2004 by Warranty deed from Lake Shores, Inc. as recorded in the Cheshire County Registry of Deeds in Book 2203, Page 560, for the Troy Bypass Project (10434). The parcel is identified in the Town of Troy as Tax Map 12 and Lot 15B.

This request was reviewed by the Department, and it was determined to be surplus to the Department's 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.
- An administrative fee of \$1,100 is required from the buyer at the time of the sale.

At the October 2, 2024, meeting of the Long-Range Capital Planning and Utilization Committee (The Committee), the request (LRCP 24-031) was approved authorizing the Department to enter into a listing agreement with HKS; to list the property for sale in the open market with a listing price of \$52,500. The Committee's approval authorized the Department to compensate the Realtor a 6% commission fee from the sale proceeds.

The request (LRCP 24-031) included the following archeological condition on the sale and property. After a further study of the land, that condition is no longer necessary and the requirement for further archeological study of the land has been removed.

- The surplus land conveyance document should note that the Grantee intends to purchase the parcel, and no grading or subsurface impacts will take place, prior to consultation with the NH Division of Historical Resources (NHDHR) regarding the appropriate level of archaeological investigations to be conducted. If the property owner wishes to alter the use of the parcel, prior to any subsurface or surficial impacts (including tree removal, logging, grading, construction, etc.), the Grantee will conduct, at his/her expense, an archaeological investigation of the property following the guidelines specified by the NH State Archaeologist at the NHDHR. The NHDHR will determine the form of necessary archaeological investigations, which shall be conducted by an approved archaeologist, qualified under 36 CFR Part 61 within the State of NH.

The Realtor marketed the property and presented all offers to the Department for consideration. On December 24, 2024, the Department entered into a Purchase and Sale Agreement with Collin P. Snide and Nicole M. Snide for \$54,000, plus an additional assessed administrative fee of \$1,100.

The Department solicited interest from the Town of Troy pursuant to RSA 4:39-c, and no response was received.

The Department also solicited interest from the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2, and they declined interest in the property.

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

Respectfully,



William J. Cass, P.E.  
Commissioner

**ADDENDUM  
TO THE PURCHASE AND SALES AGREEMENT**



This 1 Addendum to the Purchase and Sales Agreement with an effective date of December 27, 2024 between  
State of New Hampshire DOT ("SELLER"), and  
Collin P Snide , Nicole M Snide ("BUYER"), for  
the property located at Monadnock Street , Troy , NH 03465  
hereby agree to the following:  
**The archeological condition has been removed from the Purchase and Sales Agreement.**

Multiple horizontal lines for additional text or conditions.

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.

Collin P Snide 01/28/2025  
BUYER Collin P Snide DATE / TIME  
[Signature]  
SELLER State of New Hampshire DOT 1-30-2025  
DATE / TIME

Nicole M Snide 01/28/2025  
BUYER Nicole M Snide DATE / TIME  
SELLER DATE / TIME

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 24th day of December, 2024 between State of New Hampshire DOT

(SELLER) of 7 Hazen Drive
City/Town Concord, State NH Zip 03302-0483
and Collin P Snide, Nicole M Snide

(BUYER) of 41 Bigelow Hill Road
City/Town Troy, State New Hampshire Zip 03484

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Troy located at Monadnock Street 5 plus or minus acres map 12 lot 6B County Cheshire County Book 2203 Page 560 Date 12/15/2004 (PROPERTY).

3. The SELLING PRICE is Fifty-Four Thousand Dollars \$54,000.00. A DEPOSIT in the form of check is to be held in an escrow account by HKS Associates, Inc. (ESCROW AGENT). BUYER [ ] has delivered, or [X] will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$ will be delivered on or before . If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$49,000.00.

4. DEED: Marketable title shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before June 2, 2025 at office of HKS Associates or any other agree upon place or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys 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: None

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within na hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: Anna Schlerloth of HKS Associates Inc is a [X] seller agent [ ] buyer agent [ ] facilitator [ ] disclosed dual agent of

is a [ ] seller agent [ ] 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. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$na.

SELLER(S) INITIALS EGS / BUYER(S) INITIALS CPS / HKS

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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.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any.

11. PROPERTY INCLUDED: All Fixtures na

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chipping, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [ ] YES [X] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:

ADC

ADC

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.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i. \_\_\_\_\_, j. \_\_\_\_\_.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. 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.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS

EGS

BUYER(S) INITIALS

ADC

ADC

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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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:   *EPS*     *NMS*  

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

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

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. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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.

SELLER(S) INITIALS   *EGS*   / \_\_\_\_\_ BUYER(S) INITIALS   *EPS*     *NMS*

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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 \_\_\_\_\_ 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 \_\_\_\_\_ ("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.

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.

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.**

Seller *[Signature]* Buyer *[Signature]*

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

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19. ADDITIONAL PROVISIONS:

- An \$1,100 Administrative fee is required from the buyer at closing.
- Buyer responsible for all local and state approvals, including but not limited to subdivision approvals.
- An Administration Fee of \$1,100.00 is required from the buyer at the time of the sale.
- Buyer responsible for all local and state approvals, including but not limited to subdivision approvals.
- The surplus land conveyance document should note that the buyer intends to purchase the parcel, and no grading or subsurface impacts will take place, prior to consultation with the NH Division of Historical Resources regarding the appropriate level of archaeological investigations to be conducted. If the property owner wished to alter the use Continued... See Addendum Additional Provisions 1

20. ADDENDA ATTACHED:  Yes  No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. 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.

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.

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

Collin P Snide 12/24/2024 /  
 BUYER DATE/TIME  
 Collin P Snide  
 41 Bigelow Hill Road  
 MAILING ADDRESS

Nicole M Snide 12/24/2024 /  
 BUYER DATE/TIME  
 Nicole M Snide  
 MAILING ADDRESS

Troy New Hampshire 03464  
 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.

Eric S. Met 12/26/2024 2:38 PM /  
 SELLER DATE/TIME  
 State of New Hampshire DOT  
 7 Hazen Drive  
 MAILING ADDRESS

SELLER DATE/TIME  
 MAILING ADDRESS

Concord NH 03302-0483  
 CITY STATE ZIP

CITY STATE ZIP

ADDENDUM

PROPERTY: Monadnock Street, Troy, NH 03465

1) Additional Provisions

of the parcel, prior to any subsurface or surficial impacts (including tree removal, logging, grading, construction, etc.), the buyer will conduct, at his/her expense, an archaeological investigation of the property following the guidelines specified by the NH State of Archaeologist at the New Hampshire Division of Historical Resources (NHDHR). The NHDHR will determine the form of necessary archaeological investigations, which shall be conducted by an approved archaeologist, qualified under 36 CFR Part 61 within the State of NH.

Lined area for additional provisions or notes.

Date: 12/24/2024

Authentisign  
Collin P Snide  
Signature

Date: 12-26-24  
[Signature]  
Signature

Date: 12/24/2024

Authentisign  
Nicole M Snide  
Signature

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

Addendum



EXCLUSIVE LISTING AGREEMENT

New Hampshire Association of REALTORS® Standard Form

This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing.

1. The undersigned SELLER (including owner, heirs, personal representatives, administrators and assigns), State of NH Department of Transportation ("SELLER"), hereby gives the undersigned HKS Associates Inc ("FIRM"), on this date, December 5, 2024, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at Map 12 Lot 15-B Monadnock St, Troy, NH 03465 owned by SELLER consisting of 5.01+/- ac vacant land and including any other property, real or personal, subsequently added thereto, recorded in the Cheshire County Registry of Deeds in Book 2203 Page 560 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$52,500.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent.

2. Commissions are not set by law and are fully negotiable. 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:
(a) SELLER agrees to provide compensation to the listing FIRM in the amount of \$ or 4.00 % of the contract price or lease amount.
(b) [X] YES [ ] NO - SELLER agrees to provide compensation in the amount of \$ or 2.00% of the contract price or lease amount to a firm working in any capacity with a BUYER.
(c) [ ] YES [X] NO - SELLER agrees to provide compensation as detailed in Section 9 - Additional Provisions.

Any commission due shall be based on either [X] the gross contract price or [ ] 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).

3. THIS AGREEMENT SHALL BE IN EFFECT from December 5, 2024, through December 5, 2025. 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 & 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 MLS Prime Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 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 3 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 & 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

4. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.
5. 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.
[ ] 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.

Eric A. [Signature] 12-10-2024

SELLER DATE SELLER DATE
[X] At this time, SELLER does not consent to dual agency showings.

SELLER State of NH Department of DATE SELLER DATE
[ ] Not applicable - FIRM does not practice dual agency.

6. 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. SELLER authorizes the disclosure by FIRM of information concerning the contemplated transaction to the MLS, closing agent and lender, if any, for verification and compliance purposes. SELLER shall cooperate with agent(s) of FIRM and other firms.

7. 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.

Initials EGS
SELLER FIRM

**EXCLUSIVE LISTING AGREEMENT**

New Hampshire Association of REALTORS® Standard Form



This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing.

**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 <b>FIRM'S</b> discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with <b>FIRM</b> .
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>FIRM</b> must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input checked="" 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 <b>FIRM'S</b> discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>FIRM</b> 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	<b>SELLER'S</b> name may be submitted to any electronic data base or MLS that may be accessed by persons other than <b>SELLER'S</b> 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 data base or MLS that may be accessed by: agents other than <b>SELLER'S</b> broker and 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: agents other than <b>SELLER'S</b> broker and members of the public.
<input type="checkbox"/> Yes <input checked="" 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.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>SELLER</b> authorizes <b>FIRM</b> to disclose that <b>SELLER</b> is willing to consider offering concessions in a manner agreed upon between <b>FIRM</b> and <b>SELLER</b> .

**9. ADDITIONAL PROVISIONS:**

-An Administration Fee of \$1,100.00 is required from the buyer at the time of the sale.
-Buyer responsible for all local and state approvals, including but not limited to subdivision approvals.
-The surplus land conveyance document should note that the buyer intends to purchase the parcel, and no grading or subsurface impacts will take place, prior to consultation with the NH Division of Historical Resources regarding the appropriate level of archaeological investigations to be conducted. If the property owner wished to alter the use of the parcel, prior to any subsurface or surficial impacts (including tree removal, logging, grading, construction, etc.), the buyer will conduct, at his/her expense, an archaeological investigation of the property following the guidelines specified by the NH State of Archaeologist at the New Hampshire
Continued... See Addendum Changes to Terms and Conditions 1

10. I have read this contract **IN ITS ENTIRETY**. I understand that this is a binding contract and that I should seek independent legal advice if I have any questions or concerns.

**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.**

**SELLER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY FIRM THAT PROFESSIONAL SERVICES FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

SELLER State of NH Department of \_\_\_\_\_ DATE 12-10-2024 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

7 Hazen Dr., PO Box 483 ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

Concord NH 03302-0483 CITY STATE ZIP CITY STATE ZIP

HKS Associates Inc FIRM BY Anna Schlierioth Owner/Broker TITLE DATE

17 Dunbar Street PO Box 651 ADDRESS Keene NH 03431 CITY STATE ZIP



LACP 24-031

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

**FROM:** Stephen G. LaBonte   
Administrator

**DATE:** September 11, 2024

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

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

**TO:** Representative Mark McConkey, Chairman  
Long Range Capital Planning and Utilization Committee

**REQUESTED ACTION**

The State of New Hampshire Department of Transportation (Department), in accordance with RSA 4:39-c, requests authorization to sell approximately 5.01 +/- acres of State-owned land, located on the northerly side of Monadnock Street in the Town of Troy. The Department will enter into a listing agreement for a term of one year with HKS Associates, Inc. The listing price will be \$52,500, plus the Department administrative fee of \$1,100 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 is currently in the process of disposing of a vacant parcel of State-owned land located on the northerly side of Monadnock Street in Troy, in the County of Cheshire. The parcel of land is identified in the Town of Troy as Tax Map 12 and Lot 15B. On December 6, 2004, the parcel was acquired from Lakeville Shores, Inc., for \$29,000 as recorded at the Cheshire County Registry of Deeds in Book 2203, Page 560. The parcel was acquired for the construction of the proposed Troy Bypass Project (10434). The Troy Bypass was dissolved by Governor and Council on August 24, 2016. This parcel consists of 5.01 +/- acres.

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

- The Grantee shall be responsible for obtaining any and all local and State approvals, including but not limited to subdivision approval.
- The surplus land conveyance document should note that the Grantee intends to purchase the parcel and no grading or subsurface impacts will take place, prior to consultation with the NH Division of Historical Resources (NHDHR) regarding the appropriate level of archaeological investigations to be conducted. If the property owner wishes to alter the use of the parcel, prior to any subsurface or surficial impacts (including tree removal, logging, grading, construction, etc.), the Grantee will conduct, at his/her expense, an

archaeological investigation of the property following the guidelines specified by the NH State Archaeologist at the NHDHR. The NHDHR will determine the form of necessary archaeological investigations, which shall be conducted by an approved archaeologist, qualified under 36 CFR Part 61 within the State of NH.

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 the Department's Property Management Region 3 (Cheshire and Sullivan Counties) were sent a request to submit a market analysis for the subject property. The approved realtor would 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

Based on this request, the Department received suggested listing prices from the following four firms:

HKS Associates, Inc PO Box 651 17 Dunbar Street Keene, NH 03431	\$43,000.00
Wolff Realty Group PO Box 990 5 Blossom Road Plaistow, NH 03865	\$55,000.00
H.G. Johnson Real Estate 17 Elm Street Keene, NH 03431	\$75,000.00
HomeSmart Success Realty 52 Pine Street Keene, NH 03431	\$99,000.00
<b>State Appraisal</b>	<b>\$52,500.00</b>

The Pre-Qualification Committee reviewed the above information and felt that a value of \$52,500.00 was an appropriate value for this property and selected HKS Associates, Inc., to market the property on behalf of the Department with the rationale that the firm is marketing the neighboring parcel, they are a local company with knowledge of local real estate trends, and they provided a detailed market analysis with clear reasoning how they reached their proposed value.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Troy. Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority before listing the property for sale.

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

SGL/JMP/  
Attachments



1978  
PHOTOCOPYING METHOD BY  
JOHN E. DONNELLY & ASSOCIATES  
ALBANY, MAINE

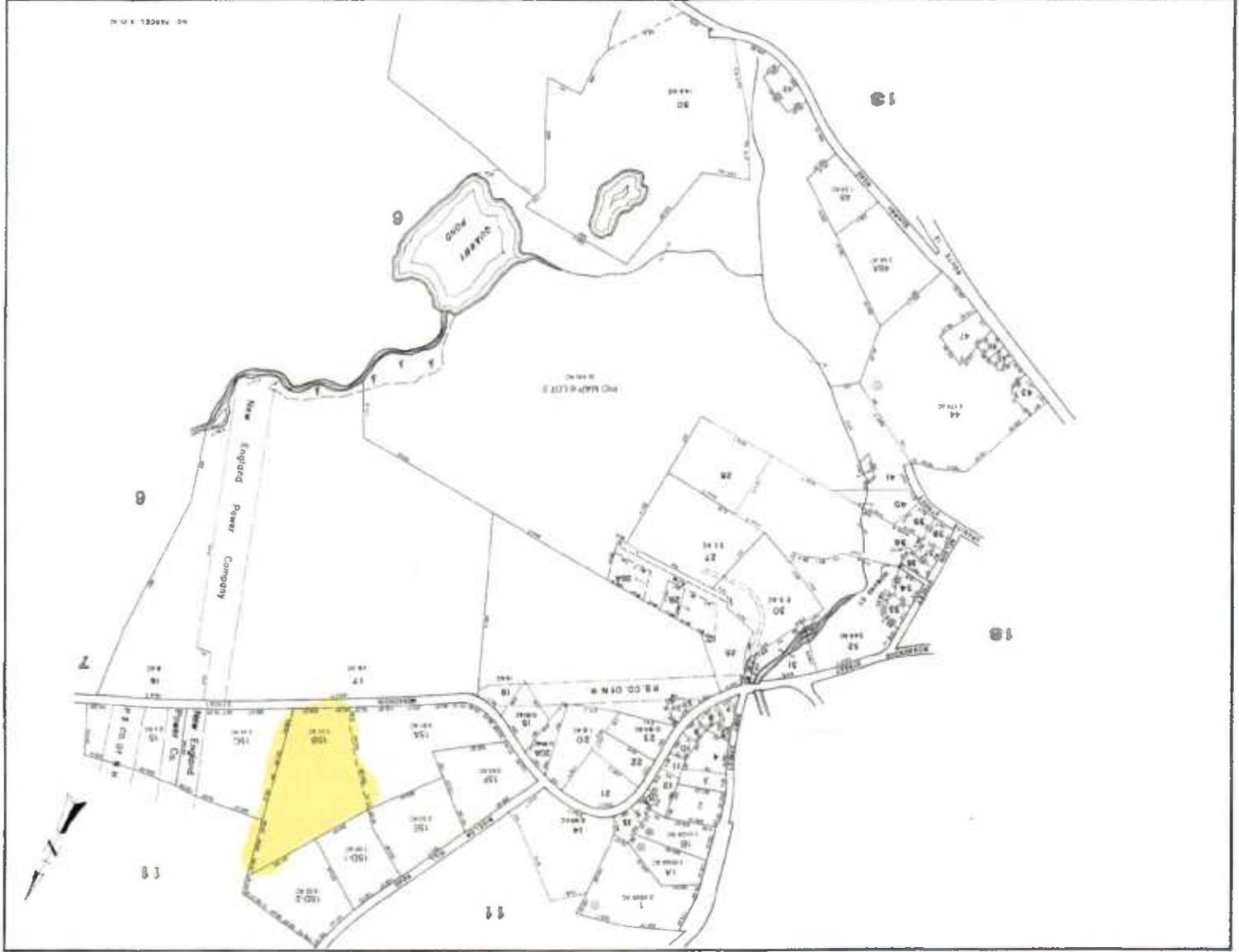
LEANS  
ADJACENT SHEET NO. 12  
CONSECUTIVE SHEETS  
SECTION 20  
SCALE DECISION

PROPERTY MAP  
**TROY**  
NEW HAMPSHIRE

MADE & REVISED BY  
LITTLETON INC. 00801  
TRA TECHNOLOGIES

CURRENT TO APRIL 1, 2019  
SCALE IN FEET  
0 200 400

12



NO PARCEL 8 IN 12



**Rob Dapice**  
Executive Director/CEO  
rdapice@nhhfa.org

November 13, 2024

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

**NOV 19 2024**

**RECEIVED**

Adam Smith, Assistant 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: Troy property

Dear Mr. Smith:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Troy, described in your letter of October 14, 2024.

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

Sincerely,

Robert B. Dapice  
Executive Director/CEO

Enclosures