



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

26



William Cass, P.E.
Commissioner

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
February 26, 2025

REQUESTED ACTION

1. The New Hampshire Department of Transportation (Department), in accordance with RSA 4:39-c, seeks authorization to sell approximately 35.58 +/- acres of State-owned land located on the southerly side of Monadnock Street, in the Town of Troy and identified as Tax Map 12 and Lot 17. The sale will be a direct sale to Douglas Seppala, for \$145,000, with an additional assessed administrative fee of \$1,100.
2. The Department further requests authorization to compensate HKS Associates, Inc (HKS) from the proceeds of the sale a (6%) commission fee of \$8,700 for real estate services, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has confirmed that the parcel was originally acquired using 100% Federal Funds and will be credited as 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 Highway Payback	\$136,300
(100% of \$136,300)	

EXPLANATION

The Department is processing the disposal of 35.58 +/- acres of unimproved vacant land in the Town of Troy. The parcel of land was acquired in 2004 from Lake Shores, Inc. as recorded in the Cheshire County Registry of Deeds in Book 2203, Page 558, for the Troy Bypass Project (10434). The parcel is identified on the Town of Troy Tax Map 12, Lot 17.

The parcel request was reviewed by the Department, and the parcel was determined to be surplus to the Department's operational needs. The sale will include the following conditions:

- As a condition of this sale, the buyer (Grantee) will be required to commission a Land Surveyor licensed in NH to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the buyer (Grantee) must record the plan pursuant to RSA 478:1-a in the Cheshire County Registry of Deeds. Upon request, the Grantee shall furnish a full-size copy

of the recorded plan along with a draft legal description of the parcel to be conveyed, from which the Department will prepare the conveyance deed.

- The Buyer shall be responsible for obtaining all local and state land use approvals prior to closing.
- An administrative fee of \$1,100 is required from the buyer at the time of the sale.
- The Buyer shall avoid or minimize impacts to the existing stone walls within the property.

At the Long-Range Capital Planning and Utilization Committee meeting on October 2, 2024, the request (LRCP 24-033) 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 \$145,000. The Committee's approval authorized the Department to compensate the Realtor a 6% commission fee from the sale proceeds.

The request (LRCP 24-033) included the following archeological condition (listed below) to be included with the sale of the property. After further archeological study of the land, it was determined that the condition is no longer deemed necessary; and further archeological study has been removed.

- 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 wishes 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 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.

Although no further archeological studies have been deemed necessary, the Buyer is encouraged to avoid and minimize impacts to the existing stone walls within the property.

The Realtor marketed the property and presented all offers to the Department for consideration. On December 28, 2024, the Department entered into a Purchase and Sale Agreement with Douglas Seppala for \$145,000, 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 proceed with the sale of this land, subject to the conditions noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/JEP
Attachments



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 17 Monadnock St, Troy, NH 03465 owned by SELLER consisting of 35.68 +/- 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 558 (PROPERTY), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$145,000.00 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 L. Huff 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 ELS
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. SPECIALCONDITIONS-SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	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 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 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 data base 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 data base or MLS that may be accessed by: agents other than SELLER'S 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 SELLER'S 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	SELLER authorizes FIRM to disclose that SELLER is willing to consider offering concessions in a manner agreed upon between FIRM and SELLER.

9. ADDITIONALPROVISIONS:

-As a condition of the sale, the buyer (Grantee) will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a, in the Cheshire 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 a draft description of the surveyed parcels.
-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.
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.

Anna Schierloth

12-10-2024

SELLER State of NH Department of _____ DATE _____
 7 Hazen Dr., PO Box 483 _____
 ADDRESS _____
 Concord NH 03302-0483 _____
 CITY STATE ZIP _____

SELLER _____ DATE _____
 ADDRESS _____
 CITY STATE ZIP _____

HKS Associates Inc _____ Owner/Broker
 FIRM BY Anna Schierloth TITLE DATE

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

ADDENDUM

PROPERTY: **Map 12 Lot 17 Monadnock St, Troy, NH 03465**

1) Changes to Terms and Conditions

-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 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.

Date: 12-10-2024

Signature *E. Schmit*

Date: _____

Signature _____

Date: _____

Signature _____

Date: _____

Signature _____

Addendum

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This Addendum to the Purchase and Sales Agreement with an effective date of 01/10/2025 between
State of NH DOT ("SELLER"), and
Douglas E. Seppala ("BUYER"), for
the property located at 0 Monadnock, Troy, NH 03465
hereby agree to the following:

After a more recent study, the condition for the BUYER having to do further archeological investigation is no longer required. The condition will change to: The BUYER shall avoid or minimize impacts to the existing stone walls within the PROPERTY.

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

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

Douglas Seppala
BUYER dotloop verified
01/10/2025 PM 03:11
1928.14.100.100.100.100
DATE / TIME

BUYER
DATE / TIME

Li A. Mt
SELLER 2-14-2025
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 28 day of December, 2024 between
State of New Hampshire DOT

("SELLER") of 0 Monadnock ST
City/Town Troy, State NH Zip 03465
and Douglas Seppala

("BUYER") of 29 Dianas way
City/Town Rindge, State NH Zip 03461

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 0 Monadnock Street
NH, 03465

County NH-Cheshire Book 2203 Page 0558 Date _____ ("PROPERTY").

3. The SELLING PRICE is one hundred forty-five thousand Dollars \$145000
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 will deliver to the ESCROW
AGENT's FIRM within 4 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$10000
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 \$135000.

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 06/01/2025 at First Service Title LLC
_____ 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: Raw Land

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
_____ 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 Schlerioth of HKS Associates, Inc
Is a seller agent buyer agent facilitator disclosed dual agent*
Eric Aho of EXP Realty
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
\$5000

SELLER(S) INITIALS EGS / _____ BUYER(S) INITIALS ES / _____

PURCHASE AND SALES AGREEMENT
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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: *RS*

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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Park Rules and Regulations | <input checked="" type="checkbox"/> | <input 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 30 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 145000 TERM/YEARS RATE MORTGAGE TYPE Cash

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 *ELG* / BUYER(S) INITIALS *RS* /

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



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 ELS Buyer ES

SELLER(S) INITIALS ELS BUYER(S) INITIALS ES

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



19. ADDITIONAL PROVISIONS:

*Effective as of Governor and Council Approval.

20. ADDENDA ATTACHED: Yes No Additional Provisions

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.

Douglas Sappala
BUYER
DATE/TIME

dotloop verified
01/08/25 9:09 PM EST
PDNL-GZVQ-HCYF-VZL4

BUYER
DATE/TIME

29 Dianas way
MAILING ADDRESS

MAILING ADDRESS

Rindge, NH 03461
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.

E. J. [Signature]
SELLER
DATE/TIME

1-10-25 1:30am

SELLER
DATE/TIME

7 Hazen Drive
0 Monadnock ST P.O.
MAILING ADDRESS

MAILING ADDRESS

Concord NH 03301
CITY STATE ZIP

CITY STATE ZIP

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 1 Addendum to the Purchase and Sales Agreement with an effective date of 12/28/2024 between _____ ("SELLER"), and _____ ("BUYER"), for
Douglas Seppala
the property located at 0 Monadnock Street, Troy, NH 03465
hereby agree to the following:

1. 30 Days of due diligence for the buyer.
 2. Seller to pay Buyer's broker 2% of gross sale price at closing.
 3. All survey costs are to be paid by Buyer.
- As a condition of the sale, the buyer (Grantee) will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a, in the Cheshire 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 a draft description of the surveyed parcels.
- An \$1,100 Administrative fee is required from the buyer at closing.
- 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 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.

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.

Douglas Seppala
Signature verified
 12/28/2024 4:52 PM EST
 0208-A680-460V7-D2W
 BUYER _____ DATE / TIME _____

BUYER _____ DATE / TIME _____

[Handwritten Signature]
 1-10-25 1:30pm
 SELLER _____ DATE / TIME _____

SELLER _____ DATE / TIME _____

NH Department of Transportation – Map 12_lot 17_Monadnock St Troy – 35.68+/- acres

-As a condition of the sale, the buyer (Grantee) will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a, in the Cheshire 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 a draft description of the surveyed parcels.

-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.

-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 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.


Eric Sargent
NH DOT



Approved by the Long Range Capital Planning and Utilization Committee
October 2, 2024

LACP 24-033

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

FROM: Stephen G. LaBonte 
Administrator

DATE: September 18, 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

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of a parcel of State-owned land consisting of 35.58+/- acres, located on the southerly 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 \$145,000, and assess an \$1,100 Administrative Fee, 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 southerly sideline of Monadnock Street in the Town of Troy, and County of Cheshire. The parcel of land is identified in the Town of Troy as Tax Map 12 and Lot 17. On December 6, 2004, the parcel was acquired from Lakesville Shores, Inc., for \$82,000, as recorded at the Cheshire County Registry of Deeds in Book 2203, Page 0558. 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 35.58 +/- acres. The parcel is encumbered with a utility easement owned by the Public Service of New Hampshire (PSNH) along its Eastern boundary including an easement transfer by the Department to PSNH in 2015. This easement encumbers approximately 4.723 +/- acres, on the easterly side of the parcel.

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," with the following conditions:

- As a condition of this sale, the buyer (Grantee) will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantee must record the plan under RSA 478:1-a, in the Cheshire 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 a draft description of the surveyed parcels.
- 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

The Pre-Qualification Committee reviewed the above information and felt that a value of \$145,000.00 was an appropriate value for this property and selected HKS Associates, Inc., to market the property, on behalf of the Department.

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.

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

SGL/JMP/
Attachments



Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

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

NOV 19 2024

RECEIVED

November 13, 2024

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.

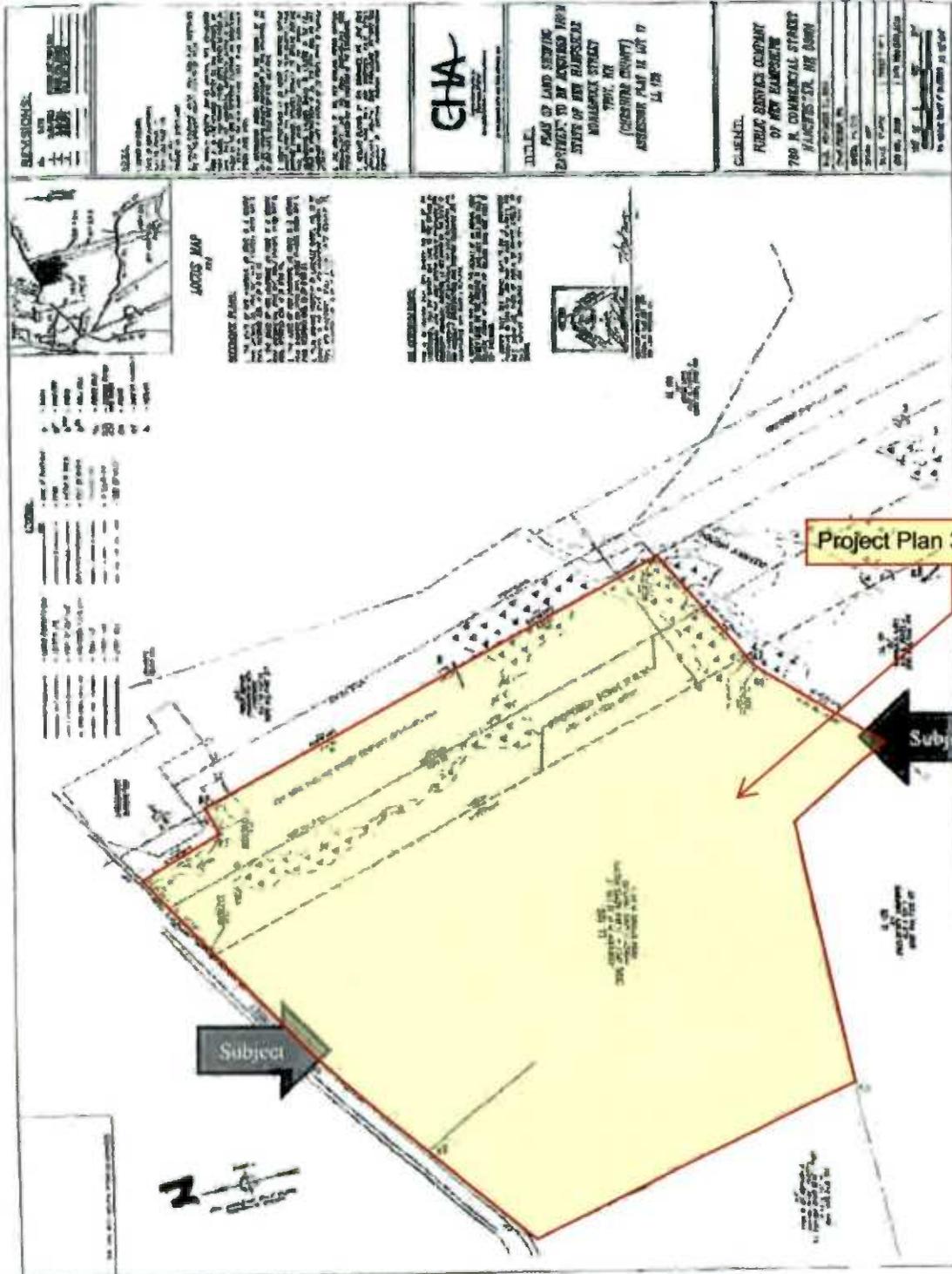
Sincerely,

A handwritten signature in black ink, appearing to read "R. Dapice", with a long, sweeping horizontal line extending to the right.

Robert B. Dapice
Executive Director/CEO

Enclosures

Site Plan



NHS-T-F-0131, Project 10434, Parcel 54
 Monadnock Street, Troy, NH
 Market Value Surplus Appraisal, File 24-7