



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Beaulon

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
September 7, 2016

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to sell a 4.3 +/- acre parcel of State owned land located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead to Richard Henderson and Audrey Henderson for twenty-seven thousand (\$27,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, further authorize the Department of Transportation to compensate HG Johnson Real Estate from the proceeds of the subject sale in the amount of one thousand six hundred twenty (\$1,620.00) dollars (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds from the sale of the property are \$25,380.00 (\$27,000.00 - \$1,620.00). It has been determined by the Division of Finance that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

Funding is to be credited to the Highway Fund as follows:

Table with 2 columns: Description and Amount. Rows include Administrative Fee (\$1,100.00), Consolidated Federal Aid (\$20,304.00), and Sale of Parcel (\$5,076.00).

EXPLANATION

The Department of Transportation wishes to dispose of a 4.3 +/- acre parcel of surplus land located on the southeast corner of the intersection of NH Route 123 and Cobb Hill Road, in the Town of Alstead.

The parcel was acquired in 2006 and is the remnant of a larger parcel acquired in connection with the construction of the Alstead X-A000(425), 14540M project which rebuilt NH Route 123 due to flood damage.

The need for this 4.3 +/- acre parcel has been reviewed by the Department, which has determined that the subject parcel is surplus to our operational needs and interest for the purpose of disposal.

This property was originally approved by the Long Range Capital Planning and Utilization Committee on June 23, 2009 to be marketed for the Department by HG Johnson Real Estate with subsequent approval actions to renew the listing agreement taken on September 22, 2010, and on May 10, 2011.

HG Johnson Real Estate had been marketing the property for the Department during that period and the State received two offers on the property during this time but they were under the value the State could accept.

On November 18, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with HG Johnson Real Estate to sell the above property for thirty-five thousand (\$35,000.00) dollars. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines.

Also, the Long Range Capital Planning and Utilization Committee approved at their November 18, 2014 meeting to compensate HG Johnson Real Estate a 6% commission for the sale of this property.

The Department entered into a Purchase and Sales Agreement for this property with a potential buyer. During this period the perspective buyer fell into failing health and withdrew their offer to concentrate on their recovery.

HG Johnson Real Estate listing agreement expired with the Department on January 30, 2016. HG Johnson Real Estate discussed with the Department about adjusting the listing price of the property to \$30,000.00 stating that a price reduction was necessary to generate new activity on the parcel.

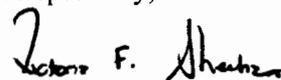
On June 14, 2016, the Long Range Capital Planning and Utilization Committee approved the lowering of the listing price of the property to \$30,000.00, and allowing negotiations within the Committee's current policy guidelines as well as approving to extend the listing agreement with HG Johnson Real Estate for a period of six (6) months.

In accordance with RSA 4:39-c, the Town of Alstead has been offered this property at the approved purchase price and they did not express an interest in purchasing the property. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D: 2 and responded to the Department that they were not interested in purchasing the property.

HG Johnson Real Estate marketed the subject property and brought all offers to the Department for consideration. On August 29, 2016, the Department entered into a Purchase and Sales Agreement with Richard Henderson and Audrey Henderson for \$27,000.00.

Authorization is respectfully requested to sell the above-described 4.3 +/- acre parcel of land to Richard Henderson and Audrey Henderson for twenty-seven thousand (\$27,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed to pay a commission of one thousand six hundred twenty (\$1,620.00) dollars (6%) from the proceeds to HG Johnson Real Estate. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/PJM/kjk

JUN 16 2016

RECEIVED



LRCP 16-019

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3161

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire  
OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

June 14, 2016

Charles R. Schmidt, P.E., Administrator  
Department of Transportation  
Bureau of Right-of-Way  
John O. Morton Building  
Concord, New Hampshire 03301

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 14, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$35,000 to \$30,000 (LRCP 14-038, approved November 18, 2014), allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with H.G. Johnson Real Estate for a term of six (6) months, to sell a 4.3 +/- acre parcel located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead, subject to the conditions as specified in the request dated May 24, 2016.

This request (LRCP 09-032) was originally approved as amended by the Long Range Capital Planning and Utilization Committee on June 23, 2009, with subsequent approved action on; (LRCP 10-053) September 22, 2010, (LRCP 11-022) May 10, 2011, and (LRCP 14-038) November 18, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

NOV 21 2014

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LRCP 14-038

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

November 19, 2014

Charles R. Schmidt, P.E., Administrator  
Department of Transportation  
Bureau of Right-of-Way  
John O. Morton Building  
Concord, New Hampshire 03301

Dear Mr. Schmidt,

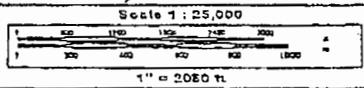
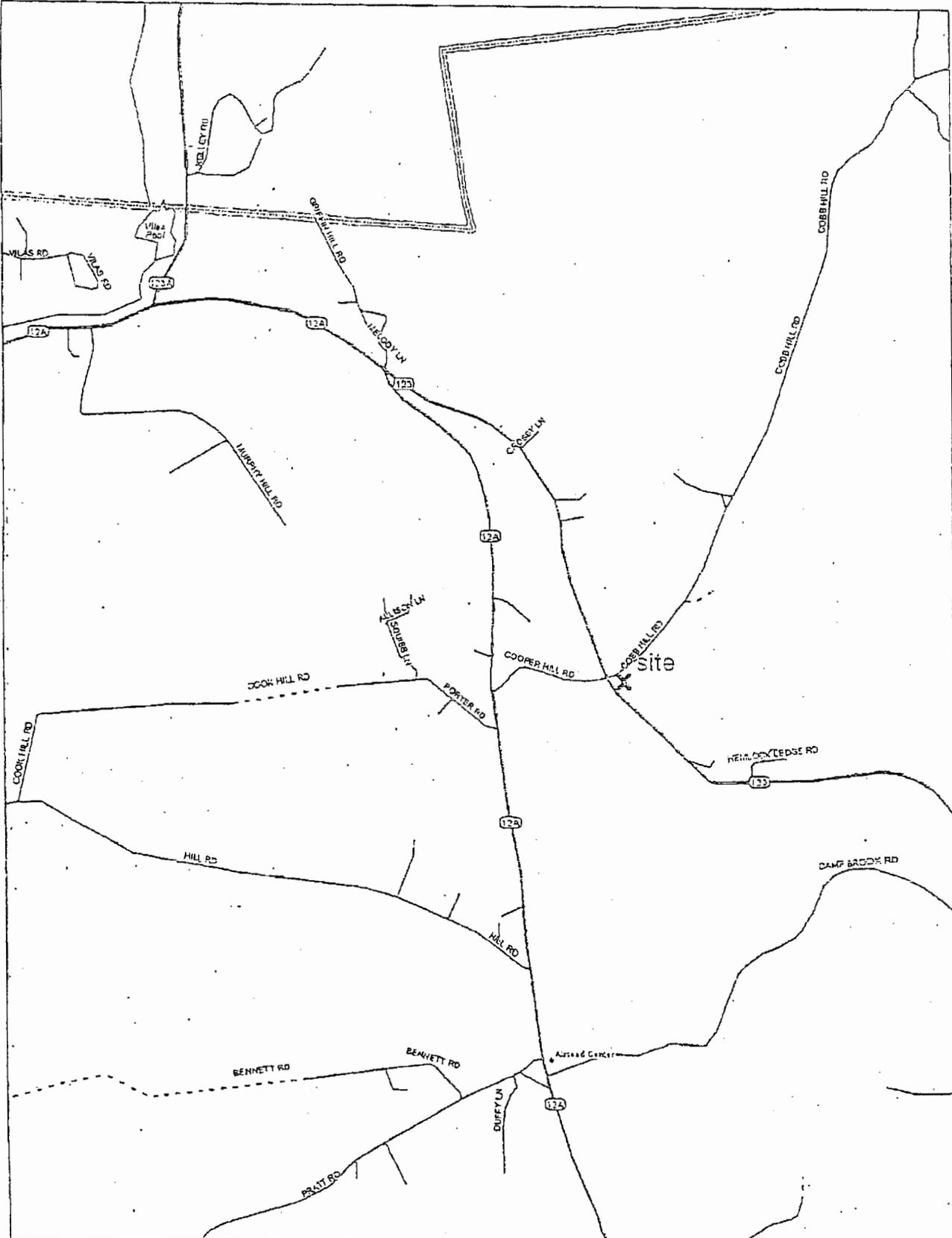
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 18, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with H.G. Johnson Real Estate for a term of one (1) year for the sale of a 4.3 +/- acre parcel of State owned land located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead for \$35,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014.

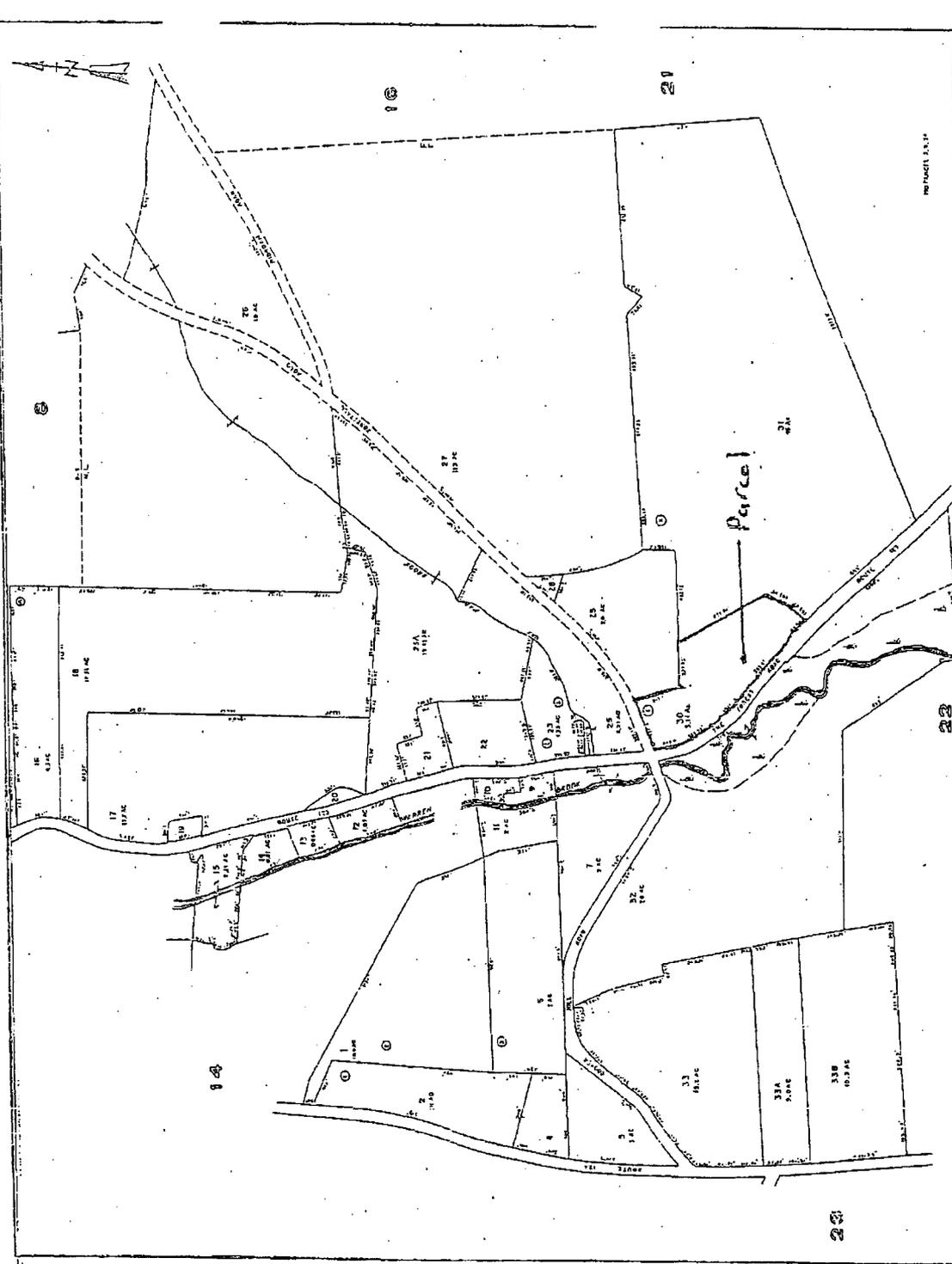
This item (LRCP 09-032) was originally approved by the Long Range Capital Planning and Utilization Committee on June 23, 2009, with subsequent approved action on (LRCP 10-053) September 22, 2010 and (LRCP 11-022) May 10, 2011.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment





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SCALE IN FEET  
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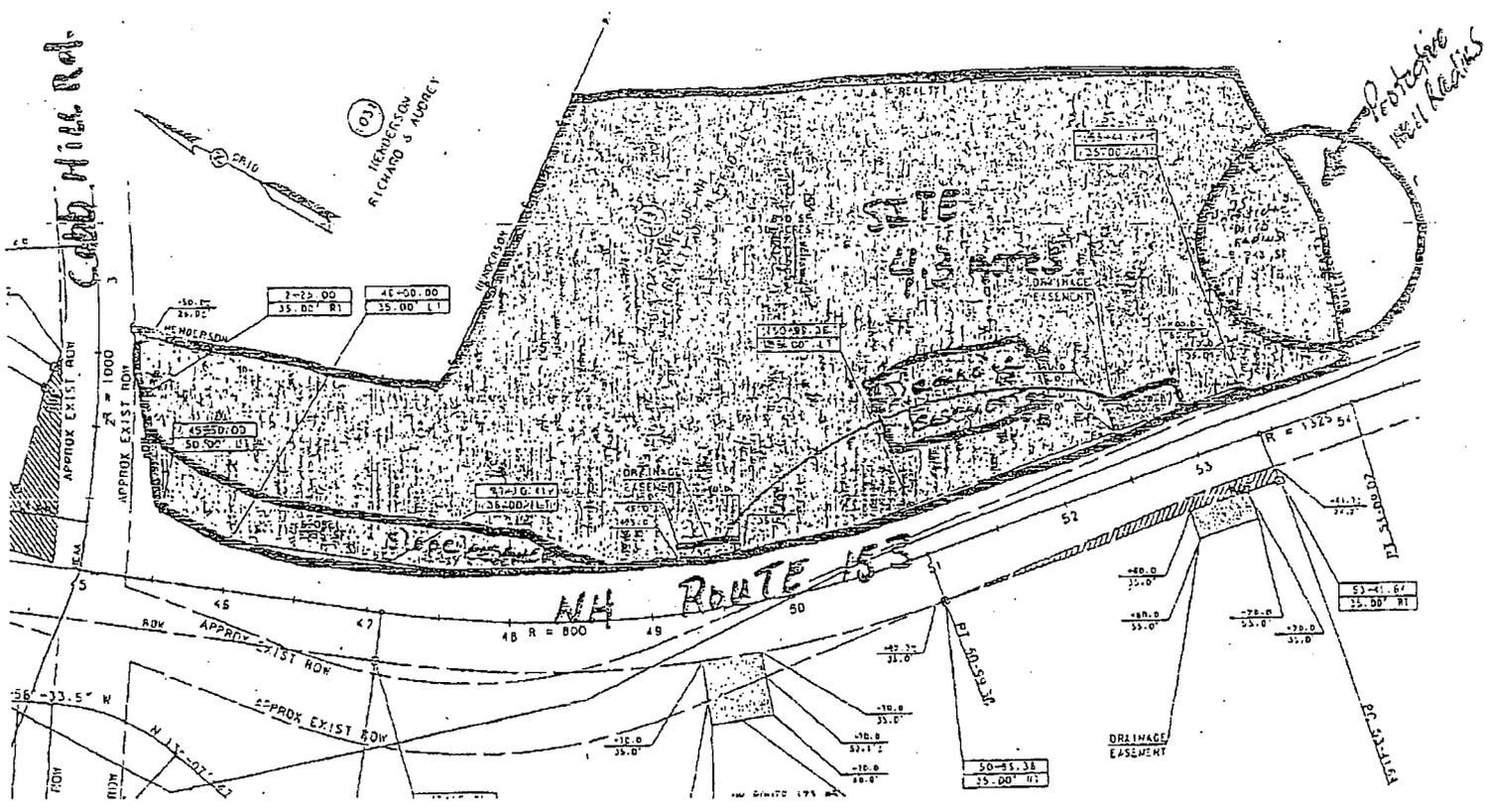
REVISED AND RECORDED BY  
 CATHLAMET  
 LITTLETON, NEW HAMPSHIRE

PROPERTY MAP  
**ALSTEAD**  
 NEW HAMPSHIRE

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PREPARED BY PHOTOGRAPHIC METHOD BY  
 JOHN C. CHAMBERLAIN & ASSOCIATES  
 1000 W. WASHINGTON ST.  
 DRYDEN, N.Y.

CURRENT TO APRIL 1, 2013



Cobb Hill Rd

031  
 HENDERSON  
 RICHARD & AUDREY

Positive  
 Wheel Radius

MH ROUTE 153

DRAINAGE  
 EASEMENT

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 46-50.00 35.00' LI

45-50.00 50.00' LI

47-50.00 35.00' LI

50-55.38 25.00' RI

53-41.67 25.00' RI

56-33.5' W

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PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT  
New Hampshire Commercial Investment Board of REALTORS® Standard Form

1. THIS AGREEMENT made this 29th day of August, 2016  
between State of New Hampshire ("SELLER")  
of 7 Hazen Drive City Concord  
County of Merrimack State NH Zip 03302  
and Richard & Audrey Henderson ("BUYER")  
of 3 Parley Vale City Boston  
County of Suffolk State MA Zip 02130

2. WITNESSETH: That SELLER agrees to sell and convey and BUYER agrees to purchase, for the purchase price and subject to every one of the terms and conditions hereafter set forth, the real property located in City/Town of Alstead, New Hampshire, known as or more particularly described as 12 Cobb Hill Rd 4.3 A +/- Land Recorded in Cheshire County Registry of Deeds Book 2346 Page 0655 inclusive of all the buildings, structures and other improvements of every kind and description now in, on, over and under the land 4.3 A +/- and recorded in the Cheshire County Registry of Deeds as Book 2346 Page 0655 on (Date) \_\_\_\_\_ (collectively referred to as the "PROPERTY").

3. The PURCHASE PRICE is Twenty-Seven Thousand and 00/100 Dollars \$ 27,000.00

DEPOSIT, receipt of which is hereby acknowledged in the form of check is to be held in an escrow account by HG Johnson Real Estate ("ESCROW AGENT") in the sum of \$ 1,000.00

ADDITIONAL DEPOSIT will be paid on or before \_\_\_\_\_, in the sum of \$ \_\_\_\_\_ and to be held by ESCROW AGENT.

Initial Deposit and Additional Deposits shall be applied to the Purchase Price, unless otherwise described in Section 16.

Balance Due: Cash, Certified Check, Bank Draft or Wire Transfer payable to Seller on the date of transfer of title in the sum of \$ 26,000.00

Provided, nonetheless the Balance Due shall be net (whether plus or minus) of any prorations set forth within Section 11 of this Agreement, as applicable. In addition, SELLER's share of New Hampshire real estate transfer tax may be deducted from the Balance Due at SELLER's election and if of a sufficient amount.

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, encumbrances noted herein, and encumbrances acceptable to BUYER.

5. TRANSFER OF TITLE: On or before October 7, 2016 at TBD or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all occupants and occupant's personal property and encumbrances except as herein stated. SELLER agrees that the premises will be delivered to BUYER free of all contents & debris and in "broom clean" condition.

Exceptions and/or Additional Property included: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's Broker within N/A hours prior to time of transfer of title to ensure compliance with the terms of this Agreement.

RA  
C/S

7. AGENCY: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the Brokers as follows. HG Johnson Real Estate is a  seller agent  buyer agent  facilitator-agent  disclosed dual agent\* and  seller agent  buyer agent  facilitator  disclosed dual agent\*  
If Broker is acting as a disclosed dual agent, SELLER and BUYER acknowledge 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. MAINTENANCE: Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same conditions of the date of this Agreement, reasonable wear and tear excepted

9. INSURANCE: The buildings and improvements on said PROPERTY shall, until full performance of this Agreement be kept insured against fire and other casualty, with extended coverage 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 PROPERTY shall previously have been restored to its former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ \_\_\_\_\_

10. TITLE: Buyer shall have 21 calendar days to examine title from the effective date. If upon examination of title it is found that the title is not marketable or contains matters of record not previously disclosed to the BUYER, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option with full deposit being refunded to BUYER pursuant to RSA 331-A 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 except with respect to any monetary liens which SELLER may pay-off and remedy at the CLOSING. The cost of examination of the title shall be borne by BUYER

11. PRORATIONS: All income earned but not received, all expenses incurred but not paid out, all income received but not earned, all expenses paid out but not incurred, all real estate taxes, and fuel in storage as of the date of transfer of title, shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.

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

**RADON GAS:** Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

**LEAD PAINT:** Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required  YES  NO

Buyer acknowledges prior receipt of Seller's Property Disclosure Form attached hereto and signifies by initialing here:

13. DUE DILIGENCE: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. Neither SELLER, nor its agents or representatives, make any 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.

*PH AT*  
Henderson, State  
*CNS*

TYPE OF INSPECTION

General _____	within 21 days
_____	within _____ days
_____	within _____ days
_____	within _____ days
_____	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 professionals normally engaged in the business, to be chosen and paid for by BUYER. BUYER shall hold the SELLER harmless and shall indemnify and defend SELLER (with counsel reasonably acceptable to SELLER) for any and all claims for injury alleged to be caused by BUYER or BUYER's representatives, agents or contractors arising out of or related to BUYER's inspections. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency for that inspection is waived by BUYER, time being of the essence. BUYER's notice shall include sufficient details to allow SELLER to understand the condition and shall include any available inspection reports. At no time shall BUYER undertake destructive or invasive testing absent the prior approval of SELLER, in which event, BUYER agrees to restore the PROPERTY to the same material condition as existed prior to such testing.

If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER in writing, 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 broker within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection(s) mentioned above, the 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 \_\_\_\_\_

**14. LIQUIDATED DAMAGES:** If BUYER shall default in the performance of its 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 held in escrow, the ESCROW AGENT may, in its sole discretion, pay said DEPOSIT 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 held in escrow prior to the forwarding of same to the Clerk of such court.

**15. FINANCING:** This agreement  is or  is not contingent upon BUYER obtaining financing under the following terms:

- a. Amount: \_\_\_\_\_
- b. Rate: \_\_\_\_\_
- c. Type: \_\_\_\_\_
- d. Term/Years: \_\_\_\_\_
- e. Application: Application for financing must be made on or before \_\_\_\_\_ failing which this contingency shall be deemed to have been waived. Time being of the essence

Handwritten initials and signature: "CS" and "CS"

f Evidence of Financing Commitment: On or before \_\_\_\_\_ BUYER shall provide SELLER or SELLER's Broker with written evidence, reasonably acceptable to the SELLER, as to the BUYER's ability or inability to obtain financing, time being of the essence. Upon such notification, if the BUYER is unable to obtain financing, this Agreement shall become null and void and the Escrow Agent is hereby authorized to return BUYER's deposit in full. In the event that the BUYER fails to comply with such written notification, the financing contingency shall lapse and this Agreement shall continue in full force and effect or, at the SELLER's sole option, this Agreement shall become void and in such event, the Escrow Agent is hereby authorized to return the BUYER's deposit in full.

7/2/16  
AT RN  
AT RN  
9/2/16

16. ADDITIONAL PROVISIONS:

At closing there will be a \$1,100 administrative fee assessed by the State of NH in addition to the selling price.

*CP*  
*CP*  
Sale is subject to approval by the Governor and Executive Council.  
Parcel is subject to first right of refusal to purchase by the Town of Alton,  
the New Hampshire Housing Finance Authority and other State and County agencies.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

18. GOVERNING LAW: This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

19. EFFECTIVE DATE: This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by SELLER and BUYER. Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs and/or other authorized representatives of both parties.

This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

BUYER: Richard & Audrey Henderson

8/29/16  
Date

By: *Richard Henderson*

is:  
Hereunto Duly Authorized

Address: 3 Parley Vale  
Boston, MA 02130

SELLER: State of New Hampshire

8/29/16  
Date

By: *[Signature]*

is:  
Hereunto Duly Authorized

Address: 7 Hazen Drive  
Concord NH 03302

## EXCLUSIVE RIGHT TO SELL AGREEMENT

### New Hampshire Commercial Investment Board of REALTORS® Standard Form

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

1. The undersigned seller, State of New Hampshire (hereafter referred to as "SELLER"), hereby gives the undersigned HG Johnson Real Estate ("BROKER"), on this date, July 23, 2016, in consideration of BROKER'S agreement to list and promote the sale or exchange of property located at 12 Cobb Hill Rd, Alstead, NH 03602

4.3 A Land Only owned by SELLER, consisting of this Agreement, recorded in the Cheshire County County Registry of Deeds in Book 2346 Page 0655 ("PROPERTY"), the exclusive right to sell or exchange said PROPERTY at a price of ~~\$27,000.00~~ \$30,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the period of time set forth within Section 3 of this Agreement, the Broker procures an individual or entity who is ready, willing and able to purchase the PROPERTY at said price, or upon another price and terms to which SELLER may agree, or the PROPERTY is sold, exchanged, transferred, or otherwise conveyed, then the SELLER agrees to pay BROKER a professional fee of 6.000 % of the purchase price or \$ \_\_\_\_\_.

2. EFFECT OF EXCLUSIVE RIGHT TO SELL AGREEMENT. By granting BROKER exclusive right to sell or exchange the PROPERTY, SELLER agrees to conduct all negotiations pertaining to such sale or exchange through BROKER, and to refer all inquiries received in any form from real estate salespersons, brokers, prospective purchasers, or any other source during the time this Agreement is in effect. SELLER acknowledges SELLER'S duty to disclose to BROKER all pertinent information about the PROPERTY, adverse or otherwise, and understands that all such information will be disclosed by BROKER to prospective purchasers. SELLER hereby agrees to hold BROKER harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any material fact, event or information about the PROPERTY comes to SELLER'S attention between the time that this Agreement and any Property Disclosure was signed by SELLER and the closing, SELLER will immediately notify the prospective purchasers and BROKER of the same in writing. SELLER shall allow the Broker to show the PROPERTY at reasonable times and upon reasonable notice and SELLER agrees to commit no act which might limit the BROKER'S performance hereunder. In consideration for SELLER'S agreement set forth above, BROKER further agrees to use diligence in locating a purchaser for the PROPERTY.
3. EFFECTIVE DATES. This agreement shall be in effect from July 23, 2016, through January 23, 2017 ("TERM"). Upon full execution of a Purchase and Sale Agreement for the PROPERTY, all rights and obligations of this Agreement will extend through the date of closing. The professional fee as described above shall also be due if the PROPERTY is under contract for sale, or has been sold, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom BROKER has procured and whose name was disclosed to SELLER during the TERM of this Agreement or within ten (10) days after the expiration or rescission of this Agreement. The term "procure" shall mean and shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. This Agreement shall be binding upon SELLER'S administrators, executors, heirs and any other authorized representatives.
4. COOPERATION ARRANGEMENTS. SELLER understands that BROKER and all real estate licensees in the BROKER'S firm represent the SELLER and shall act solely as the agent of the SELLER, unless otherwise agreed upon by SELLER and BROKER. SELLER is hereby notified that SELLER may be liable for the acts of the licensees within the BROKER'S firm who are acting within the scope of this Exclusive Right to Sell Agreement.

SELLER understands that BROKER may cooperate with salespersons and brokers from other real estate firms and may authorize the following forms of cooperation:

- (a) Cooperate with licensees from other firms who accept BROKER'S offer of subagency.  
BROKER'S policy is to compensate the subagent a \_\_\_\_\_ % commission of the contract price or \_\_\_\_\_.

(check one box)  Yes  No  Not Offered by BROKER

Pursuant to the requirements of New Hampshire RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of the BROKER and any sub-agents who are acting on behalf of the SELLER when the principal broker or sub-agent is acting within the scope of this Exclusive Right to Sell Agreement.

(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s).  
BROKER'S policy is to compensate the buyer agent a 2.000 % commission of the contract price or \_\_\_\_\_

(check one box)  Yes  No  Not Offered by BROKER

(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent.

BROKER'S policy is to compensate brokers acting as facilitators a 2.000 % commission of the contract price or \_\_\_\_\_

(check one box)  Yes  No  Not Offered by BROKER

(d) Cooperation arrangements or other provisions of this Agreement that differ from above will be detailed under Section 8 "ADDITIONAL PROVISIONS."

If none of the above boxes are checked "Yes", the PROPERTY cannot be placed in MLS per MLS by-laws. Section 6 of this Agreement lists other means of marketing the PROPERTY for sale or exchange.

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 BROKER, the potential for dual agency exists. In the event BROKER operates under a dual agency practice, then SELLER must select one of the options immediately below and either consent to BROKER's dual agency showings or withhold such consent at this time.

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.

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

SELLER \_\_\_\_\_

DATE \_\_\_\_\_

SELLER \_\_\_\_\_

DATE \_\_\_\_\_

Not applicable - BROKER does not practice dual agency.

6. SELLER authorizes BROKER to market the PROPERTY as follows:

- Yes  No Place a marketing sign on the property
- Yes  No PROPERTY will be advertised at BROKER'S discretion
- Yes  No Lock box may be placed on the property
- Yes  No A key to the building will be on file with BROKER
- Yes  No May submit the property listing data to commercial property databases and other databases to which the BROKER may subscribe
- Yes  No Exterior pictures of the property may be taken
- Yes  No Interior pictures of the property may be taken
- Yes  No Disclose existence of other offers

SELLER represents and warrants that the PROPERTY  is /  is not utilized as SELLER's residence.

If the property is used as the SELLER's residence, does any person other than the SELLER possess homestead rights?  Yes  No

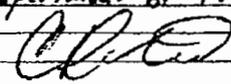
7. FORFEITED DEPOSITS: Any forfeited deposits shall be divided between the BROKER and the SELLER, N/A to the BROKER (but not to exceed the compensation agreed upon herein) and the balance to the SELLER.

8. ADDITIONAL PROVISIONS

The Broker understands that there will be an additional fee of \$1,100. k/a an administrative fee assessed at closing

Sale is subject to approval by The Governor and Executive Council

First right of refusal to purchase the property by the Town whose the property is located the New Hampshire Housing Finance Authority and other State and County Agencies. If one of these entities were to purchase this parcel, the transaction will be handled by the Department of Transportation and no Commission will be paid to the realtor.



This Agreement constitutes the entire Agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. The PROPERTY will be offered pursuant to Fair Housing Regulations, without respect to race, color, religion, sex, mental and/or physical disability, familial status, sexual orientation, age or national origin. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

(I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND AGREEMENT TO BE BOUND BY ITS TERMS.



7/26/16

SELLER \_\_\_\_\_ Date

SELLER \_\_\_\_\_ Date

7 Hazen Drive  
ADDRESS  
Concord NH 03302  
CITY/STATE/ZIP

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY/STATE/ZIP

HG Johnson Real Estate  
BROKER

\_\_\_\_\_  
BY \_\_\_\_\_ Date

HG Johnson Real Estate

PO Box 10234  
ADDRESS  
Swanzy, NH 03446  
CITY/STATE/ZIP

HG Johnson Broker / Owner  
TITLE