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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
April 21, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell two parcels of state-owned land, totaling 3.43 acres, location on Skimobile Road in the Town of Conway. The sale will be to Douglas Mullen or Nominee (Grantee) for \$1,502,200.00, which included the \$1,100.00 administrative fee per parcel, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate Badger Peabody & Smith Realty from the proceeds of the sale in the amount of \$60,000.00 (4%) 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 Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2022</u>
Administrative Fee	\$2,200.00
04-096-096-963015-3049-405215	<u>FY 2022</u>
Sale of Parcel (Federal Funds Payback)	\$1,440,000.00
(100% of \$1,440,000.00)	
(Estimated amount, actual will be based on closing statement)	

EXPLANATION

The Department wishes to dispose of two parcels of state-owned land located on Skimobile Road in the Town of Conway. The subject parcels were acquired for the proposed Conway By-pass Project. The project was not completed and has since been dissolved. The breakdown of the parcels are as follows:

- Parcel A: 2.94 +/- acres of vacant land, acquired in 2003.
- Parcel B: 0.49 +/- acres of land, improved with two buildings, each of which has two residential units each acquired in 2008.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. The conveyance of the subject parcels will be "As is, where is" with no additional conditions.

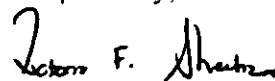
At the November 9, 2021, meeting of the Long Range Capital Planning and Utilization Committee, the request (LRCP 21-031) was approved which allowed the Department to enter into a listing agreement with Badger Peabody & Smith Realty (Realtor) to sell the above-listed property for \$825,000.00 and \$335,000.00 respectively. The Department would also assess a \$1,100.00 administrative fee per parcel. Their approval authorized the Department to compensate the Realtor a 4% commission from the proceeds of the sale.

The Realtor marketed the subject property and brought all offers to the Department for consideration. On April 21, 2022, the Department entered into a Purchase and Sale Agreement with Douglas Mullen or Nominee for \$1,500,000.00, plus a \$1,100.00 administrative fee per parcel.

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

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

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments

New Hampshire Department of Transportation
PURCHASE AND SALES AGREEMENT

Upon approval of Governor and Council ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 21st day of April, 2022 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302 and Douglas Mullen or Nominee ("BUYER") of 87 Hickory Hill Circle, Osterville, MA 02655

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Conway, NH, located at: 00000 Skimobile Road and 137 Skimobile Road. Also known as Map 219, lots 106, 106.1 and 107 and recorded in Carroll County Book 2377 & 2685 Page 495 & 239 Dated 1-03-05 & 01-07-03 ("PROPERTY").

3. The SELLING PRICE is One Million Five Hundred Thousand Dollars \$1,500,000, plus an \$1,100.00 administrative fee. A DEPOSIT in the form of a Personal check or wire transfer is to be held in an escrow account by ("SELLER"); BUYER has delivered, or X will deliver to the ESCROW AGENT'S FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$100,000. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered on or before N/A. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire certified cashier's or trust account check in the amount of \$1,401,100.

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

5. TRANSFER OF TITLE: On or before May 31st, 2022 at Buyer's Attorney's office or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: Buyers accept 137 Skimobile Road with any and all items seen at the property on April 2nd, 2022
Buyer reserves the right to conduct a walk-through inspection upon reasonable notice to the SELLER within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Kevin Killourie of Badger Peabody & Smith Realty is a 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. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded, and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds N/A. This is the only remedy available to BUYER should such loss occur.

9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

SELLER(S) INITIALS DM , BUYER(S) INITIALS DM

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

11. PROPERTY INCLUDED: All Fixtures:

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

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

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

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

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

Table with 3 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. XXX, j. XXX.

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

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
(b) If SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or
(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE:

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

New Hampshire Department of Transportation
PURCHASE AND SALES AGREEMENT

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"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 10 days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. 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 N/A TERM/YEARS N/A RATE MORTGAGE N/A TYPE N/A

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within N/A calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by N/A ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

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

New Hampshire Department of Transportation

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

If, however:

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

Then SELLER shall have the option of either:

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

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

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

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

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

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

19. ADDITIONAL PROVISIONS:

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

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

Escalation Clause: Buyer agrees to pay \$25,000 more than the highest Bone Fide offer submitted on both 00000 Skimobile Road and 137 Skimobile Road together to the Seller, with a maximum price to be paid by the Buyers of One Million Five Hundred Thousand Dollars (\$1,500,000). Should this occur, the Buyers have the right to review the terms of the superior offer, with the identity of the Buyer removed for privacy reasons.

20. ADDENDA ATTACHED: ___ Yes _X_ No

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

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

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

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

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

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

DocuSigned by: [Signature] 4/21/2022
BUYER Douglas Mullen DATE TIME BUYER DATE TIME

MAILING ADDRESS 87 Hickory Hill Circle MAILING ADDRESS
CITY Osterville, MA 02655 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.

[Signature] 4/21/22 2:14 PM
SELLER DATE TIME SELLER DATE TIME

New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483
MAILING ADDRESS MAILING ADDRESS
Concord, New Hampshire 03302
CITY STATE ZIP CITY STATE ZIP

CHANGE OF TERMS AND CONDITIONS / STATUS UPDATE
New Hampshire Association of REALTORS® Standard Form



1. Date: May 6, 2022 MLS #: 4901676

2. The Undersigned being Seller(s) (including owner, heirs, personal representatives, administrators and assigns), of property known as: 137 Skimobile Road
Conway, NH 03860, currently listed at \$335,000.00, hereby authorize the following change to be made part of the original listing agreement.

<input type="checkbox"/> Change Price from \$ _____ to \$: _____ <input type="checkbox"/> Change Expiration Date to _____ <input type="checkbox"/> Withdrawal from MLS <input type="checkbox"/> Withdrawal from Market <input type="checkbox"/> Back on Market	<input type="checkbox"/> Seller is hereby released from the Exclusive Right to Sell Listing Agreement <input type="checkbox"/> MLS has been explained to me and this property may be submitted to MLS and may be used for comparables. <input checked="" type="checkbox"/> Other <u>Listing agency agrees to pay one of the \$1,100 administrative fees at the transfer of title to the property.</u>
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4. Additional Terms and Conditions:
The listing agreement includes a provision that the buyer will agree to pay a \$1,100 fee on each of the 2 listings (137 Skimobile Road, and 00000 Skimobile Road). One buyer is buying both listings. In the Sales contract that will convey both listings to Doug Mullen and or assigns, the buyer has agreed to pay \$1,100. Badger Peabody & Smith Realty agrees to pay the 2nd \$1,100 fee at the transfer of title. This \$1,100 can be credited to the seller by means of a reduction in commission paid by the seller to Badger Peabody & Smith Realty at the transfer of title.

[Signature] NHDOT 5/10/22
 SELLER NH Department of Transportation DATE SELLER DATE

DocuSigned by:
Brendan Battenfelder 2022
 BY: Brendan Battenfelder TITLE: V.P. of Sales DATE

FIRM: Badger Peabody & Smith Realty

**New Hampshire Department of Transportation
Exclusive Listing Agreement**

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

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned Badger Peabody & Smith Realty ("FIRM"), on this date, 3/15/22, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at: 137 & 149 Skimobile Road Conway, NH, owned by SELLER consisting of 0.49 +/- & 2.84 +/- (respectively), and including any other property, real or personal, subsequently added thereto, recorded in the Carroll County Registry of Deeds in Book _____ Page _____ ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$335,000.00 & \$825,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of See Section 9 of the contract price or of the lease amount or

2. THIS AGREEMENT SHALL BE IN EFFECT from 3/21/2022 through 3/21/2023. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or

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

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both 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.

Yes ___ No ___ 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.

[Signature] 3/17/22
Seller Date

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

Seller Date

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

5. DUTIES OF SELLER. SELLER acknowledges 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. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. SELLER is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

7. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of sub agency; FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____ Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s); FIRM'S policy is to compensate the buyer agent a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

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

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
<input type="checkbox"/> Yes <input 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 member's public websites.

9. ADDITIONAL PROVISIONS:

- 1) Sale is subject to approval of the Governor and Executive Council.
- 2) In addition to the purchase price, the buyer will be subject to an administrative fee of \$1,100.00, per parcel.
- 3) Parcel is being sold "as is".
- 4) Real estate commission breakdown: 6% of the first \$500,000.00, 5% from \$500,001.00 to \$1,000,000.00; 4% from \$1,000,001.00 to \$2,000,000.00.
- 5) Realtor for sale: Kevin Killbourne.

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 - NH Department of Transportation

3/10/22
 Date

7 Hazen Drive, PO Box 478
 Address

Concord NH 03302
 City State Zip Code

Badger Peabody and Smith Realty 3/15/22
 Firm Date


Kevin Killbourne Realtor
 Name Title

P.O. Box 750
 Address

N. Conway NH 03860
 City State Zip Code



NEW HAMPSHIRE
HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

MAR 14 2022

RECEIVED

March 10, 2022

Stephen G. LaBonte, Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Conway Skimobile Road property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located on Skimobile Road in Conway, described in your letter of November 15, 2022.

We would like to thank you for allowing us the extra time to research and review this property. It is greatly appreciated and provided staff the ability to make a thorough and well-informed decision.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures



TOWN OF CONWAY

1634 EAST MAIN ST. • CTR. CONWAY, NEW HAMPSHIRE 03813

(603) 447-3811
WWW.CONWAYNH.ORG

November 29, 2021

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

DEC 01 2021

RECEIVED

Stephen G. LaBonte
Bureau Right of Way
JO Morton Building - Room 100
7 Hazen Drive
P.O. Box 83
Concord, NH 03302-0483

Re: Sale of State Owned Land in Conway, DPI-0153(001), 113398

Mr. LaBonte,

At the November 23, 2021 meeting of the Conway Board of Selectmen, they discussed the potential of purchasing a piece of property from the State located on Ski Mobile Road.

The Board of Selectmen voted unanimously against the purchase of Map/Lots 219-106, 219-106.1, and 219-107.

Respectfully,

Thomas Holmes
Town Manager
Town of Conway

LRCP 21-031



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) 271-2783

November 16, 2021

Stephen G. LaBonte, Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. LaBonte,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 9, 2021, amended and approved the request of the Department of Transportation, Bureau of Right-of-Way, to dispose of two (2) parcels of state-owned land located on Skimobile Road in the town of Conway by entering into a listing agreement for a term of one (1) year with Badger Realty, listing 2.94 +/- acres of vacant land (Parcel A) for \$825,000 not \$750,000, and 0.49 +/- of an acre, with improvements, (Parcel B) for \$335,000 not \$311,000, assessing an Administrative Fee of \$1,100 for each parcel, and allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated August 23, 2021.

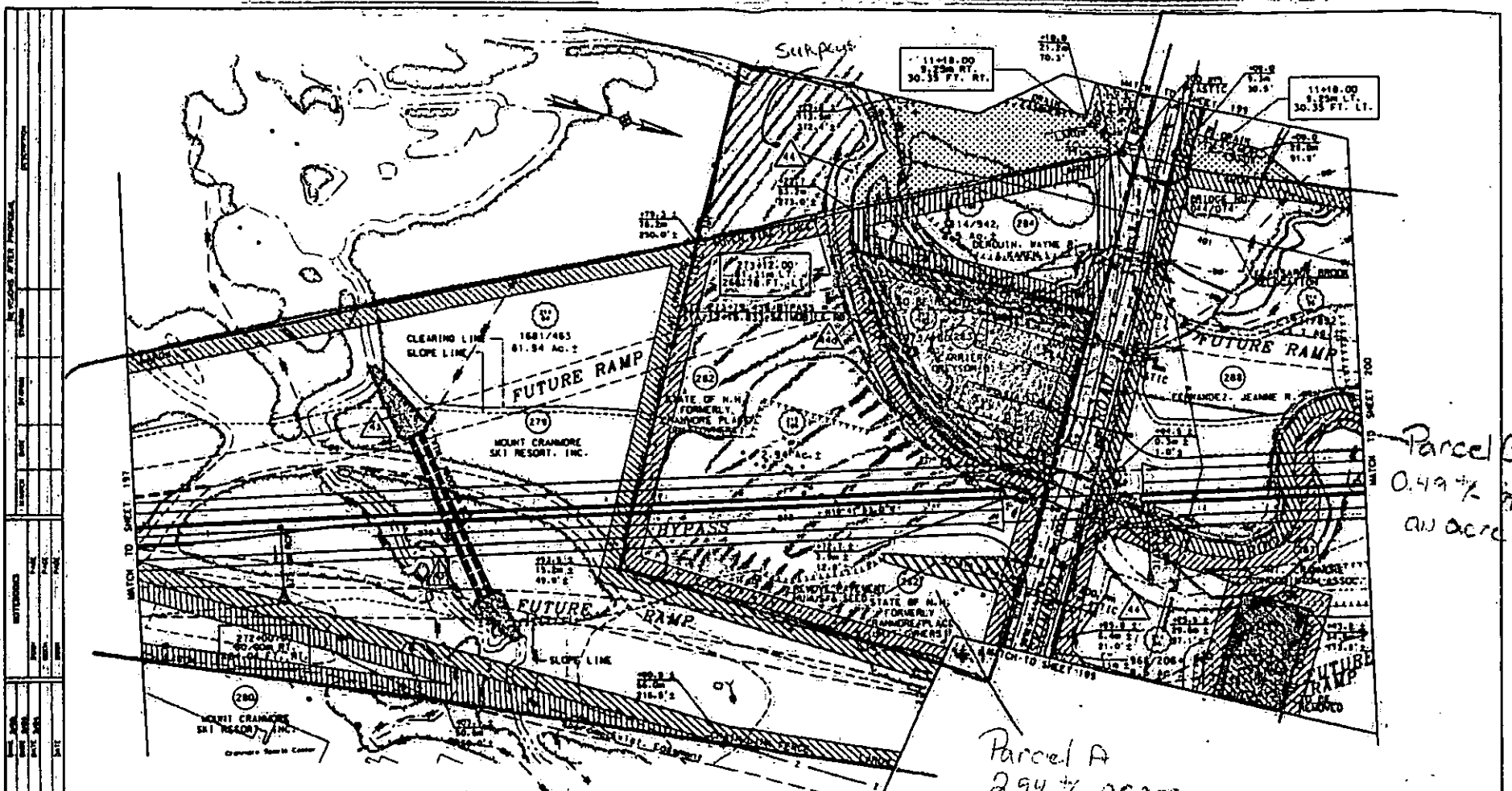
Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Shea".

Christopher M. Shea
Deputy Legislative Budget Assistant

CMS/pe
Attachment

Cc: Adam Smith, Assistant Administrator
Bureau of Right-of-Way

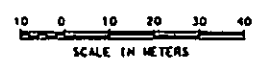


Parcel B
0.49 +/-
an acre

Parcel A
2.94 +/- acres

NO.	DESCRIPTION	DATE
1	DESIGNED BY	
2	CHECKED BY	
3	DATE	

PAR. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL		AREA OF TAKE		REMAINDER				EASEMENT				EASEMENT NO.	REV. NO.
		NO.	AQ.	NO.	AQ.	LT.		RT.		PERMANENT		TEMPORARY			
						NO.	AQ.	NO.	AQ.	NO.	AQ.	NO.	AQ.		
1	MOUNT GRANMORE SKI RESORT, INC.	1	1.44	1	0.95										
2	STATE OF NEW HAMPSHIRE	2	0.49	2	0.30										
3	PARCEL A	3	2.94	3	2.64										
4	PARCEL B	4	0.49	4	0.49										



SCALE: 1:1500

METRIC

REVISED SHEET NO. _____

DATE _____

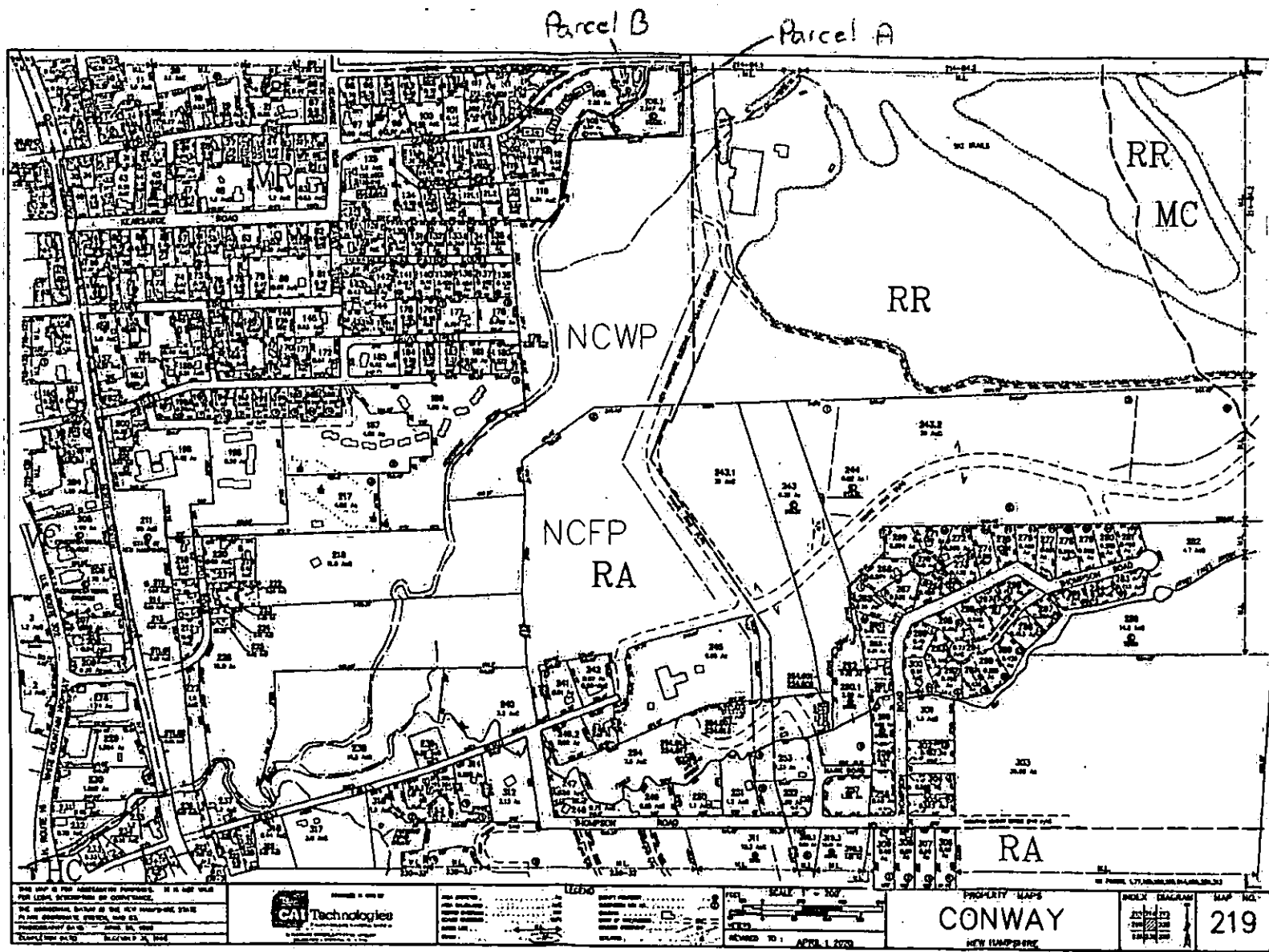
JOB NUMBER _____

PROJECT NUMBER _____

SHEET NO. _____

TOTAL SHEETS _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY DESIGN
RIGHT-OF-WAY PLANS
TOWN OF GRANVILLE
COUNTY OF CHESTER



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LEGEND

PROPERTY	...
STREET	...
...	...

SCALE 1" = 200'
 REVISION TO: APRIL 1, 2009

PROPERTY MAPS
CONWAY
 NEW HAMPSHIRE

INDEX DIAGRAM
 MAP NO. **219**

