



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

March 10, 2020

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

## REQUESTED ACTION

1. Authorize the Department of Administrative Services, acting on behalf of the New Hampshire Liquor Commission, pursuant to RSA 4:40, to sell the State-owned land, buildings, and other improvements located at 13 West Street, Ashland (the "Property") to Gone Skiing, LLC for \$274,500, plus the \$1,100 administrative fee required by RSA 4:40, III-a, pursuant to the terms of a Purchase and Sale Agreement dated January 8, 2020, for a total of \$275,600, to be effective upon authorization by the Governor and Executive Council.

2. Further authorize the Department of Administrative Services to pay 6% of the gross proceeds from the foregoing sale (amounting to \$16,470) to The Norwood Group, Inc. (dba "NAI Norwood Group"), 116-G South River Road, Bedford, New Hampshire (Vendor No. 227784), as its commission for real estate brokerage and marketing services provided with respect to the Property pursuant to the terms of an Exclusive Listing Agreement dated January 18, 2019, as amended by a First Amendment dated January 10, 2020, to be effective upon authorization by the Governor and Executive Council. **100% Net Proceeds from Sale (General Funds).**

Net proceeds from the sale will be allocated to Account # 00000014-405693, Department of Administrative Services, Sale State Owned Real Property.

Unrestricted Revenue

FY2020  
\$259,130

### **EXPLANATION**

The Property is comprised of a parcel of land approximately 0.41 acres in size at the intersection of West Street and U.S. Route 3, former New Hampshire State Liquor Store #46, a single-story concrete block retail building with approximately 3,600 square feet of space that was originally constructed in 1967, and a paved surface parking lot on three sides of—and immediately adjacent to—the building. The Property is located at 13 West Street in Ashland, New Hampshire (Tax Map 4, Block 3, Lot 7) and includes both access and parking easements over the abutting parcel, which currently hosts an Irving station and a Circle K convenience store. The liquor store on the Property was closed in June 2016 and has remained vacant since. The Liquor Commission ("NHLC") no longer has any need or use for the Property. The Department of Administrative Services (the "Department") was asked by the NHLC to dispose of the Property by sale on its behalf.

As of November 2, 2015, Crafts Appraisal Associates, Ltd., an independent firm providing real estate appraisal services, appraised the market value of the Property at \$610,000.

On March 23, 2016, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader March 23-25, 2016 and by a direct email solicitation sent to 36 real estate brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received only one conforming proposal. The proposal suggested a listing price range of \$470,000 to \$575,000 and proposed a commission rate of 6%.

The sole proposal was submitted by The Norwood Group, Inc. (dba "NAI Norwood Group") ("Norwood"). Norwood had worked with the Department before, having successfully marketed two other surplus State properties over the previous four years. As a result of Norwood's qualifications and experience with surplus State properties, the Department was satisfied with the results of the RFP notwithstanding the low rate of response.

The Property enjoys an excellent location within full view of Interstate 93, directly adjacent to and accessible from Exit 24, but it suffers from an unusually small lot size and an awkward triangular shape, making redevelopment difficult or impossible for many commercial uses and completely dependent on the access and parking easements over the abutting parcel. Furthermore, in recent years Exit 24 has declined in popularity as a desirable retail location while Exits 23 and 26, located just to the south and north, respectively, have both seen an increase in retail development. It should also be noted that the Crafts appraisal report concluded that the highest and best use for the Property, whether as vacant land or as improved, would include commercial (re)development, and that the Norwood proposal indicated that its suggested listing price range was based in part on a survey of land lease rates for national retail fast food chains. However, nearly four years of market exposure at gradually declining price points produced no offers from any national retail chains and only one offer from a regional multistate

company, which then kept the Property under contract for eleven months before deciding to forfeit its earnest money deposit and withdraw from the purchase. Market feedback has also confirmed that due to its lot size and configuration limitations, the Property is unsuitable for redevelopment for many (if not most) commercial uses that otherwise would appear to benefit from the location. The current buyer is the third to enter into an agreement to purchase the Property since it was first declared surplus by the NHLC in 2016, but the first to make it to this point of seeking authorization from the Governor and Executive Council.

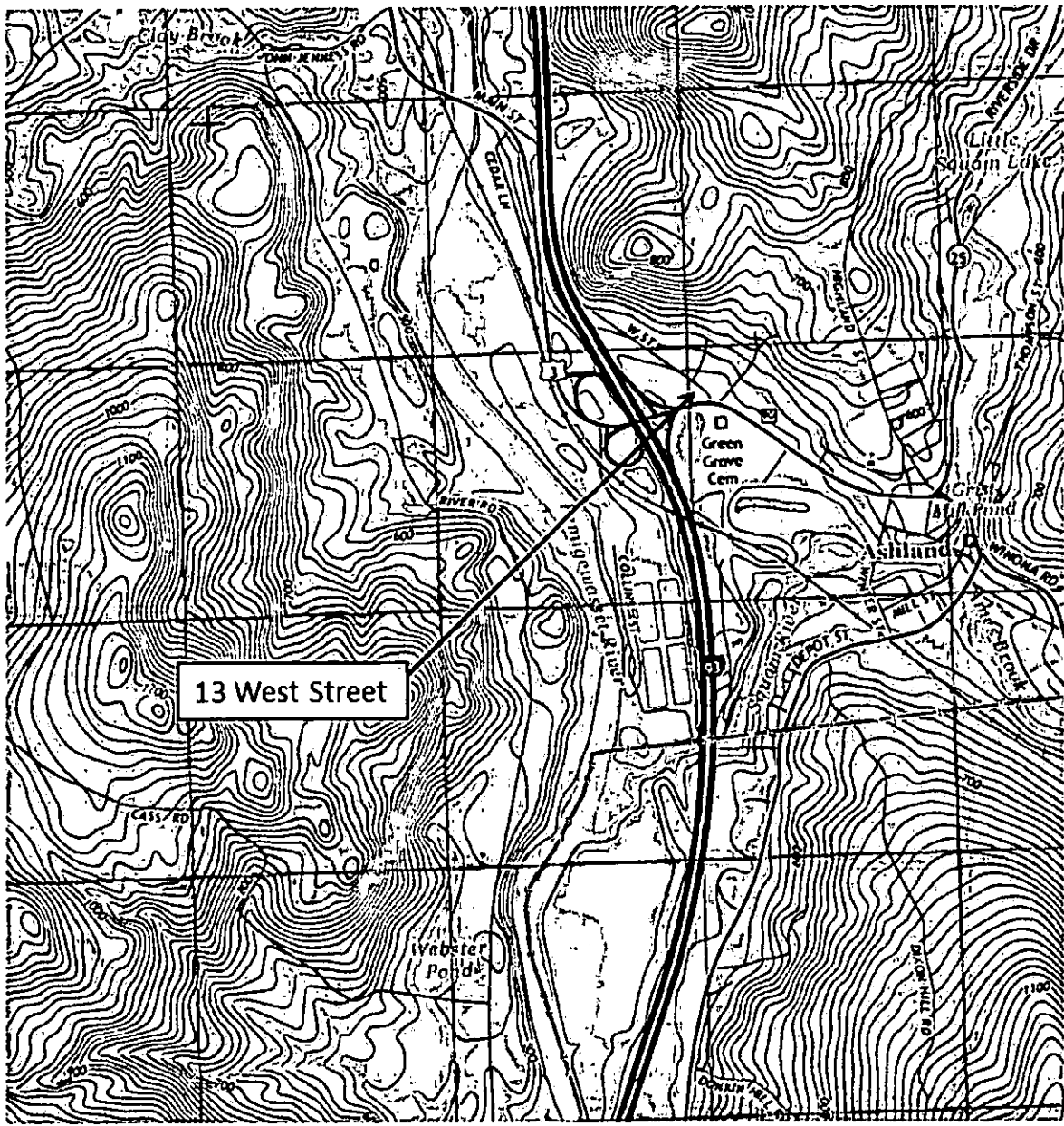
In accordance with RSA 4:40, I, the Department offered to sell the Property to the Town of Ashland by letter dated June 15, 2016, but on July 5, 2016 the Town select board voted not to pursue the purchase of the Property, as indicated by letter dated July 6, 2016. On February 21, 2018, the Long Range Capital Planning and Utilization Committee (the "Committee") approved the proposed sale of the Property for \$305,000 plus an administrative fee of \$1,100. The current contract price was negotiated within the Committee's applicable policy guidelines.

Based on the foregoing, I respectfully recommend the sale of the Property to Gone Skiing, LLC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus", written over a horizontal line.

Charles M. Arlinghaus  
Commissioner



**Ashland Liquor Store (#46)**  
**13 West Street**  
**Ashland, New Hampshire**

**USGS Ashland Quadrangle**



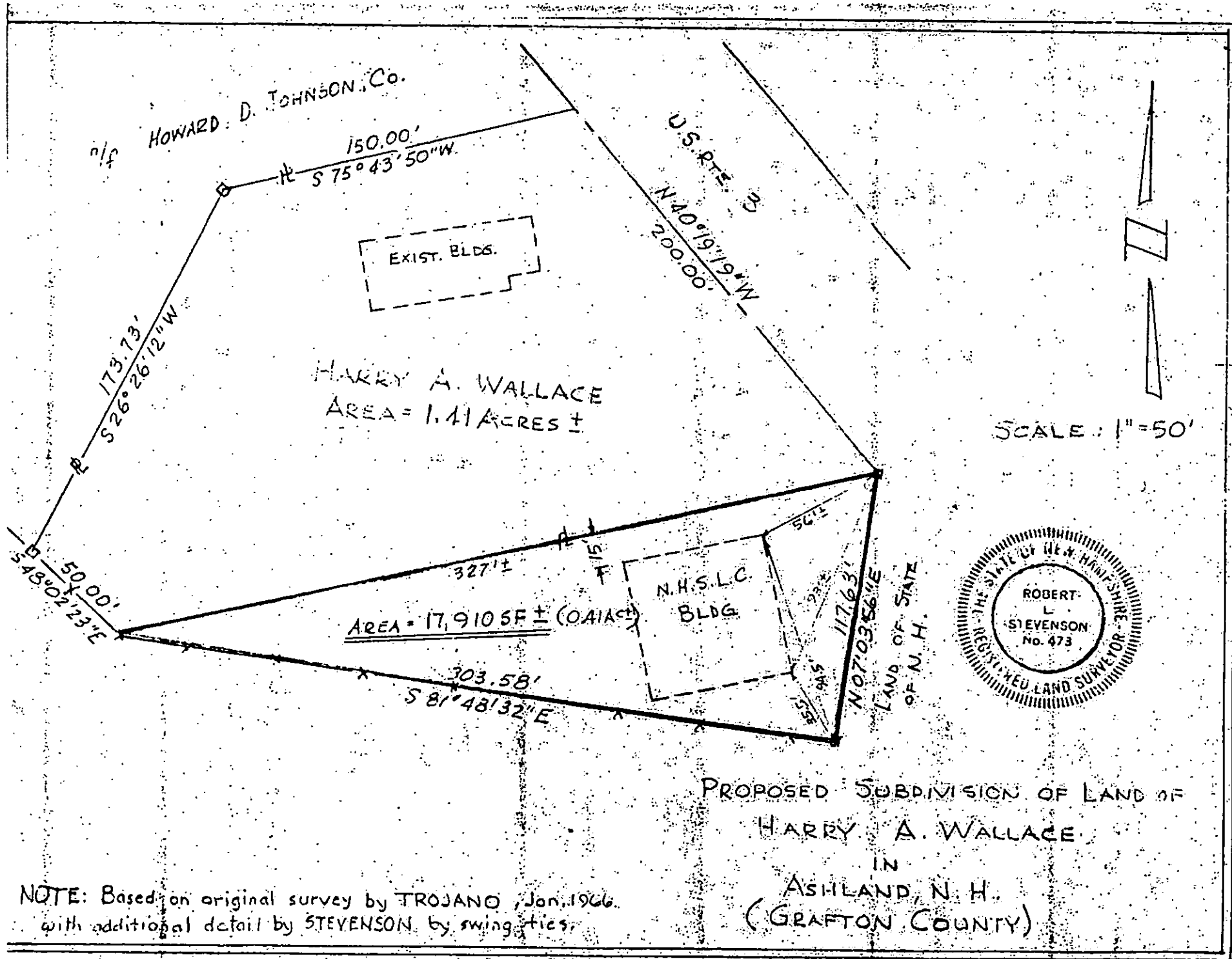
**Ashland Liquor Store (#46)  
13 West Street  
Ashland, New Hampshire  
(Tax Map 4, Block 3, Lot 7)**

**Aerial View  
(showing tax parcel boundaries in black and subject parcel shaded in blue)**



**Ashland Liquor Store (#46)**  
**13 West Street**  
**Ashland, New Hampshire**

**Aerial Photo of Facility**  
**(shown at center above)**



NOTE: Based on original survey by TROJANO, Jan. 1966.  
 with additional detail by STEVENSON by swing ties.

# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Commissioner Vicki V. Quiram  
Department of Administrative Services

**FROM:** Susan Slack, Principal Planner *Susan Slack*  
NH Office of Energy and Planning

**DATE:** May 13, 2016

**SUBJECT:** Surplus Land Review, SLR 16-002-Ashland

On May 12, 2016, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from the Department Administrative Services, on behalf of the NH Liquor Commission, to dispose of by sale the Ashland Liquor Store property located at the intersection of U.S. Route 3 and West Street in Ashland, consisting of approximately 0.41 acres, a single-story concrete block commercial retail building with approximately 3,600 square feet of interior space, and pavement on three sides of the building for vehicular access and parking.

**CORD members voted to RECOMMEND APPROVAL OF SLR 16-001 as submitted.**

cc: Jared Nylund, NH Department of Administrative Services  
Meredith Hatfield, Director, NH Office of Energy and Planning  
Chair, Long Range Capital Planning and Utilization Committee





LRCP 18-009

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3181

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3181

*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

February 22, 2018

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Dear Commissioner Arlinghaus,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on February 21, 2018, approved the request of the Department of Administrative Services, acting on behalf of the New Hampshire Liquor Commission, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Ashland Liquor Store property located at 13 West Street in the Town of Ashland, including a single-story concrete block commercial retail building with approximately 3,600 square feet of space and approximately 0.41 acres of land, from \$395,000 to \$305,000, plus an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated January 26, 2018.

This request (LRCP 16-021) was originally approved by the Long Range Capital Planning and Utilization Committee on June 14, 2016, and subsequently approved (LRCP 16-026) October 26, 2016, (LRCP 17-006) March 15, 2017, and (LRCP 17-021) September 19, 2017.

Sincerely,

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

Cc: Jared Nylund, Bureau of Plant and Property Management ✓  
Department of Administrative Services



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

VICKI V. QUIRAM  
Commissioner  
(603) 271-3201

June 15, 2016

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

Heather Thibodeau, Town Administrator  
Town of Ashland  
20 Highland Street  
P.O. Box 517  
Ashland, New Hampshire 03217

Dear Ms. Thibodeau:

In accordance with RSA 4:40, I, the New Hampshire Department of Administrative Services (the "Department"), acting on behalf of the New Hampshire Liquor Commission, hereby offers to the Town of Ashland for a limited time the right to purchase the surplus State Liquor Store #46 property located at 13 West Street (at the intersection of West Street and U.S. Route 3) in the Town of Ashland (Tax Map 4, Block 3, Lot 7), primarily consisting of approximately 0.41 acres of land and a single-story concrete block retail building with approximately 3,600 square feet of space (the "Property"), as is, for One Million One Hundred Thousand Dollars (\$1,100,000).

The Property was acquired by the State by Warranty Deed of Harry A. Wallace dated August 14, 1975, recorded in the Grafton County Registry of Deeds at Book 1254, Page 198, and by Deed of W and H Real Estate dated September 5, 1989, recorded in the Grafton County Registry of Deeds at Book 1822, Page 678.

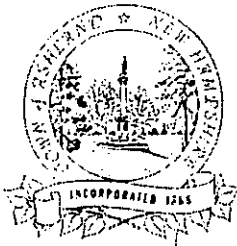
The proposed sale of the Property at the price set forth above was approved by the joint legislative Long Range Capital Planning and Utilization Committee on June 14, 2016. I ask that the Town please act on this offer as quickly as possible so that in the event of the Town's rejection the Department may commence to market the Property to private buyers without undue delay. **In any event, the Department will deem this offer rejected if the contact person specified below does not receive a written response from the Town within thirty (30) days of the date of this letter.**

If you have any questions, or to respond to the foregoing offer, please contact Jared Nylund, Real Property Asset Manager, at (603) 271-7644 or [jared.nylund@nh.gov](mailto:jared.nylund@nh.gov).

Sincerely,

Vicki V. Quiram  
Commissioner

Cc: Michael P. Connor, Deputy Commissioner  
Andrew Davis, Real Estate & Leasing Administrator, NH Liquor Commission



# Town of Ashland

New Hampshire 03217

TOWN OFFICE

JUL 11 '16 PM 4:03  
OFFICE (603) 968-4432  
FAX (603) 968-3776

*From the Office of the Town Administrator*

Vicki V. Quiram, Commissioner  
State of New Hampshire  
Department of Administrative Services  
Office of the Commissioner  
25 Capitol Street- Room 120  
Concord, NH 03301

July 6, 2016

Dear Commissioner Quiram:

The Ashland Board of Selectman is in receipt of your offer in accordance with RSA 4:40 to allow the Town to purchase the Surplus State Liquor Store #46 at 13 West Street in Ashland, New Hampshire. This was discussed at the Ashland Board of Selectman's meeting on July 5, 2016. The Board of Selectman respectfully voted to not exercise this right to purchase this building. We thank you for your offer.

Yours truly,

Heather Thibodeau  
Town Administrator

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



January 8, 2020 ("EFFECTIVE DATE")  
 EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 6th day of January, 2020 between  
State Of New Hampshire  
 ("SELLER") of 25 Capitol Street  
 City/Town Concord, State NH Zip 03301  
 and Brenton W. Drouin And Or Assigns  
 ("BUYER") of 156 Black Mountain Road  
 City/Town Lincoln, State NH Zip 03251
2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
 of Ashland, NH 03217 located at 13 West Street  
 County Grafton Book 1254 Page 198 Date          ("PROPERTY").
3. The SELLING PRICE is Two Hundred Seventy-Four Thousand, Five Hundred Dollars \$274,500.00.  
 A DEPOSIT in the form of Check is to be held in an escrow account by The Norwood Group  
 ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW  
 AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00.  
 BUYER agrees that an additional deposit of earnest money in the amount of \$20,000.00 will be delivered on or before  
February 20, 2020. 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 \$249,500.00.
4. DEED: Marketable title shall be conveyed by a Quitclaim deed, and shall be free  
 and clear of all encumbrances except usual public utilities serving the PROPERTY.
5. TRANSFER OF TITLE: On or before April 15, 2020 at Conklin & Reynolds P.A.  
         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:

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within  
48 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:  
Brenton W. Drouin of Century 21 MountainSide Realty  
 is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent  
Christopher Norwood of The Norwood Group  
 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  
 \$25,000.00.~~

SELLER(S) INITIALS BD / BUYER(S) INITIALS BD /

**PURCHASE AND SALES AGREEMENT**  
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9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. 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.
10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures Including the Pylon sign currently situated on the property.

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:** Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

**Arsenic:** Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

**LEAD:** Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☐ YES ☒ NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** \_\_\_\_\_

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

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	h. Hazardous Waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. **TIME IS OF THE ESSENCE** in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. 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 is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

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

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

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

SELLER(S) INITIALS  / BUYER(S) INITIALS  /

**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: \_\_\_\_\_

**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 checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 45 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 N/A MORTGAGE 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.

SELLER(S) INITIALS

FN

BUYER(S) INITIALS

OS  
BD

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

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

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

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 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.

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 \_\_\_\_\_ Buyer <sup>DS</sup> \_\_\_\_\_

SELLER(S) INITIALS \_\_\_\_\_

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

**PURCHASE AND SALES AGREEMENT**  
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**19. ADDITIONAL PROVISIONS:**

1. This contract is subject to 45 days due diligence to the complete satisfaction of the Buyer at the Buyer's sole discretion including any permits needed, such as but not limited to signage size and location to the satisfaction of the Buyer.

2. Interior lit sign and signposts are included in the purchase.

**20. ADDENDA ATTACHED:** ☒ Yes ☐ No

**21. 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.**

<u>Brent Drouin</u>		<u>1/7/2020</u>			
<small>CB0716BFAA174B3...</small>					
<b>BUYER</b>		<b>DATE/TIME</b>	<b>BUYER</b>		<b>DATE/TIME</b>
<u>Brenton W. Drouin And Or Assigns</u>					
<u>156 Black Mountain Road</u>					
<b>MAILING ADDRESS</b>			<b>MAILING ADDRESS</b>		
<u>Lincoln</u>	<u>NH</u>	<u>03251</u>			
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

<u>[Signature]</u>		<u>1/8/2020</u>			
<b>SELLER</b>		<b>DATE/TIME</b>	<b>SELLER</b>		<b>DATE/TIME</b>
<u>State Of New Hampshire</u>					
<u>25 Capitol Street</u>					
<b>MAILING ADDRESS</b>			<b>MAILING ADDRESS</b>		
<u>Concord</u>	<u>NH</u>	<u>03301</u>			
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>



ADDENDUM #1  
TO  
PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
THE STATE OF NEW HAMPSHIRE AND BRENTON W. DROUIN  
(13 WEST STREET, ASHLAND, NH)

This Addendum #1 to that certain Purchase and Sale Agreement of even date herewith (the "Agreement") by and between the STATE OF NEW HAMPSHIRE ("SELLER") and BRENTON W. DROUIN ("BUYER") supplements and amends the standard provisions of the Agreement as set forth herein, and is further hereby incorporated into and made part of the Agreement.

1. Notwithstanding anything in the Agreement to the contrary, any transfer of title or payment obligations of SELLER set forth in the Agreement are expressly subject to the prior explicit authorization of the Governor and Executive Council of the State of New Hampshire ("G&C") in accordance with RSA 4:40. SELLER will use its best efforts to obtain such G&C authorization without unreasonable delay and will commence preparation of a formal request for G&C authorization after all of the following have occurred: (a) SELLER has received confirmation from the Escrow Agent of its receipt of the full aggregate amount of BUYER's Deposit, being Twenty-Five Thousand Dollars (\$25,000.00); (b) all BUYER contingencies specified in the Agreement have lapsed, have been satisfied, or have been waived in writing by BUYER; and (c) SELLER has received an assignment executed by BUYER of all of BUYER's rights under the Agreement to BUYER's assignee, if any, along with the certificate of formation or incorporation and requisite authority documentation, as specified by SELLER, for BUYER's assignee, if such assignee is a limited liability company, corporation, or other business entity.

2. BUYER and SELLER agree to schedule a mutually acceptable closing date and time to occur within ten (10) business days after the Governor and Executive Council have authorized the final terms of the sale proposed hereby, or at such later date and time as the parties may agree.

3. Any amendments to this Agreement shall be made in writing and signed by both parties hereto and may be subject to further G&C authorization.

4. BUYER acknowledges that the Property is effectively uninsured against fire or any other casualty or loss and agrees to strike Section 8 of the Agreement in its entirety, except that BUYER shall retain the right to rescind this Agreement and to receive a full refund of whatever portion of the Deposit has been paid to the Escrow Agent in the event of any loss due to fire or any other casualty exceeding Twenty-Five Thousand Dollars (\$25,000.00) as may occur prior to closing.

5. The Property shall be sold hereunder as-is, where-is, in its current condition, together with any personal property as may remain thereon or therein, and subject to all restrictions, easements, and encumbrances of record. Notwithstanding any other provision in this Agreement to the contrary, SELLER shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the Effective Date of this Agreement.

6. BUYER may, prior to SELLER's submission of its request to G&C for final authorization of the sale contemplated hereby as set forth in Section 1 of this Addendum, assign BUYER's rights under this Agreement to an affiliate of BUYER.

7. BUYER acknowledges that the pylon sign structure currently situated on, affixed to, and included among the Property to be transferred pursuant to this Agreement was installed and used by SELLER, which is exempt from local land use regulation within the State of New Hampshire, and that SELLER makes no warranty or guarantee that BUYER or any other future owner will be allowed or permitted by local land use authorities to use or retain said pylon sign structure on the Property as a matter of right.

8. All BUYER contingencies set forth in this Agreement, including satisfactory completion of all due diligence, inspections, and testing, and acquisition of a satisfactory signage permit or variance, or any other permits or approvals as BUYER may deem desirable, shall lapse at the end of the Due Diligence Period, which shall be forty-five (45) days after the Effective Date of this Agreement, unless BUYER notifies SELLER otherwise in writing on or prior to said date.

9. BUYER acknowledges and agrees that in addition to the remainder of the purchase price to be paid at closing pursuant to Section 3 of the Agreement, BUYER shall also pay to SELLER the administrative fee required by RSA 4:40, III-a in the amount of One Thousand One Hundred Dollars (\$1,100.00).

10. All capitalized terms used in this Addendum that are not defined herein shall have the definitions assigned to them in the Agreement. To the extent of any conflicts between this Addendum and the terms and provisions of the Agreement, the provisions of this Addendum shall control.

11. Notifications pursuant to RSA 477:4-c:

Water Supply System:

Type:	public
Location:	unknown
Malfunctions:	unknown
Date of installation:	unknown
Date of most recent water test:	unknown
Problems experienced by Seller (such as an unsatisfactory water test or a water test with notations):	unknown

Sewerage Disposal Systems:

Size of tank:	n/a
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Type: public  
Location: unknown  
Malfunctions: unknown  
Age of system: unknown  
Date most recently serviced: unknown  
Name of contractor who serviced the system: unknown

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year below written.

SELLER:

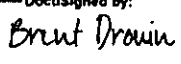
STATE OF NEW HAMPSHIRE  
By and through its  
Department of Administrative Services

Dated: 1/8/2020

By:   
Charles M. Arlinghaus, Commissioner

BUYER:

Dated: 1/7/2020

DocuSigned by:  
  
Brenton W. Drouin

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is entered into this 25<sup>th</sup> day of February 2020 by and between Brenton W. Drouin ("Drouin") and Gone Skiing, LLC, a New Hampshire limited liability company.

WHEREAS, Drouin is the Buyer pursuant to a certain Purchase and Sale Agreement, dated effective as of January 8, 2020, by and between Drouin and the State of New Hampshire (the "Seller");

WHEREAS, Drouin desires to assign all of his rights under said Purchase and Sale Agreement to Gone Skiing, LLC in order to enable said LLC to take title to the subject property as a real estate holding company, of which Drouin is a Member and Manager.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereunder, Drouin hereby assigns all right, title, and interest in and to said Purchase and Sale Agreement to Gone Skiing, LLC, and Gone Skiing, LLC hereby accepts said assignment and further assumes and agrees to be bound by all of the obligations of Drouin as set forth in said Purchase and Sale Agreement.

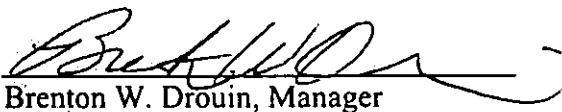
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

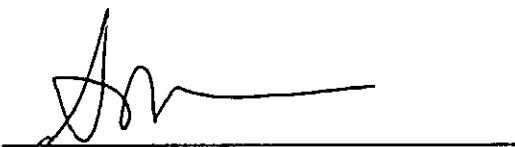
ASSIGNOR:

ASSIGNEE:

GONE SKIING, LLC

  
Brenton W. Drouin

By:   
Brenton W. Drouin, Manager

By:   
Susan J. Evans Norris, Manager

# State of New Hampshire

## Department of State

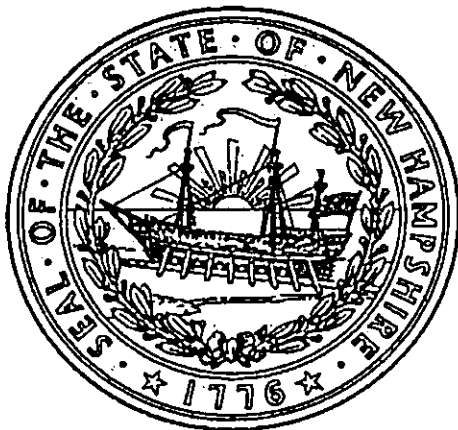
### CERTIFICATE OF EXISTENCE

OF

**GONE SKIING, LLC**

This is to certify that **GONE SKIING, LLC** is registered in this office as a **New Hampshire Limited Liability Company** to transact business in New Hampshire on 2/4/2020 9:42:57 AM.

Business ID: 834488



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of February A.D. 2020

A handwritten signature in black ink, appearing to read "Wm Gardner".


William M. Gardner  
Secretary of State

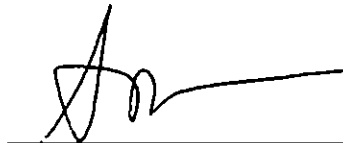
**GONE SKIING, LLC**  
**MANAGERS' CERTIFICATE OF INCUMBENCY AND AUTHORITY**

We, Brenton W. Drouin and Susan J. Evans Norris, being both of the Managers of Gone Skiing, LLC, a New Hampshire limited liability company (the "LLC"); do hereby certify as follows:

1. We are the duly qualified and elected Managers of the LLC.
2. The LLC has been duly and properly authorized to take all actions necessary or desirable to accept the assignment of a certain Purchase and Sale Agreement by and between the State of New Hampshire (the "State") and Brenton W. Drouin regarding the land, building, and other improvements located at 13 West Street, Ashland, New Hampshire (the "Property"), to accept and assume all rights and obligations, respectively, of Brenton W. Drouin as the Buyer thereunder, and to complete the purchase of the Property as set forth therein.
3. We, as the Managers of the LLC, have been duly and properly authorized to negotiate, and jointly execute the corresponding Assignment and Assumption Agreement on behalf of the LLC, and to deliver and/or jointly execute such other documents and take such other actions on behalf of the LLC as we may deem, in our collective discretion, to be necessary or desirable to further the transaction contemplated by said Purchase and Sale Agreement.
4. Any and all prior actions taken by either or both of us on behalf of the LLC in furtherance of, or in connection with, the transactions contemplated hereby and by said Purchase and Sale Agreement are hereby ratified and affirmed as the duly and properly authorized actions of the LLC.

Executed this 25<sup>th</sup> day of February 2020.

  
Brenton W. Drouin

  
Susan J. Evans Norris

**RETURN TO:**

Gone Skiing, LLC  
144 Oak Hill Road  
Concord, NH 03301

**QUITCLAIM DEED**

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:40, as authorized by the Governor and Executive Council on \_\_\_\_\_, 2020 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), for consideration paid, grants to **GONE SKIING, LLC**, a New Hampshire limited liability company, with a mailing address of 144 Oak Hill Road, Concord, New Hampshire 03301 (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the Town of Ashland, County of Grafton, State of New Hampshire (the "Premises"):

A certain tract or parcel of land located at 10 West Street, together with all buildings and other improvements situated thereon, consisting of approximately 17,910 square feet (0.41 acres), more or less, and shown as the southerly triangular parcel on that certain plan entitled "Proposed Subdivision of Land of Harry A. Wallace in Ashland, N.H. (Grafton County)" prepared by Robert L. Stevenson, recorded on September 29, 1975 in the Grafton County Registry of Deeds at Book 1227, Page 72 (the "Plan"), said parcel being more particularly bounded and described as follows:

Beginning at a point on the southwesterly side of West Street (formerly a portion of U.S. Route 3); said point being the northeasterly corner of the herein described parcel;

Thence South  $7^{\circ}3'56''$  West along said West Street a distance of 117.63 feet, more or less, to a point on the northerly right-of-way line of U.S. Route 3 and the Interstate 93 interchange at Exit 24 (now or formerly known as the Ashland Interchange, so-called, of Interstate 93) at its intersection with West Street;

Thence North  $81^{\circ}48'32''$  West along said right-of-way line a distance of 303.58 feet, more or less, to a point on the southerly line of land now or formerly of Irving Oil Corporation, being the successor by merger of Doane-Ruggles, Inc.;

Thence Northeasterly along said land of Irving Oil Corporation a distance of approximately 327 feet, more or less, to the point of beginning.

Together with the right of the Grantee and its assigns to pass and repass with others over said land now or formerly of Irving Oil Corporation and to park vehicles on said land lying northerly and westerly of the herein described parcel and contiguous therewith.

Meaning and intending to describe the premises conveyed to the State of New Hampshire by Deed of Harry A. Wallace dated August 14, 1975, recorded in the Grafton County Registry of Deeds at Book 1254, Page 198, and by Deed of W and H Real Estate dated September 5, 1989, recorded in the Grafton County Registry of Deeds at Book 1822, Page 678.

The Premises are conveyed subject to any easements, liens, restrictions, and encumbrances of record.

The Premises are not homestead property.

Pursuant to Rev. 802.03(a), the Grantee shall be liable for payment of the real estate transfer tax imposed by RSA Chapter 78-B.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared the above-named Charles M. Arlinghaus, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
My Commission Expires: \_\_\_\_\_

(SEAL)



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
FIXED & MOBILE ASSETS**

**EXCLUSIVE LISTING AGREEMENT**

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("SELLER"), hereby grants to the undersigned THE NORWOOD GROUP, INC. (DBA "NAI Norwood Group"), a Delaware corporation having an address of 116-G South River Road, Bedford, New Hampshire 03110 ("AGENT"), effective as of the date upon which both parties have executed this Agreement (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, and promote the sale of real property located at **13 West Street, Ashland, New Hampshire**, owned by SELLER, primarily consisting of approximately 0.41 acres of land, a single story concrete block commercial retail building with approximately 3,600 square feet of interior space, and pavement on three sides of the building for vehicular access and parking (Tax Map 4, Block 3, Lot 7), as more particularly described in Warranty Deed of Harry A. Wallace to the State of New Hampshire dated August 14, 1975, recorded in the Grafton County Registry of Deeds at Book 1254, Page 198, and Deed of W and H Real Estate to the State of New Hampshire dated September 5, 1989, recorded in the Grafton County Registry of Deeds at Book 1822, Page 678, and including any other property, real or personal, subsequently added thereto (the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of **Three Hundred Five Thousand Dollars (\$305,000.00)** 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 or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of six percent (6%) of the contract sale price up to five hundred thousand dollars (\$500,000) plus five percent (5%) of any portion of the contract sale price that exceeds five hundred thousand dollars (\$500,000). Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing on the EFFECTIVE DATE and ending on the date six (6) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but

AGENT'S initials 

not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

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

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Marketing Agreement and the Property Disclosure, and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in effecting the sale of the PROPERTY and to immediately refer to AGENT all inquiries of interested parties. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, negotiations, or offers regarding the PROPERTY.

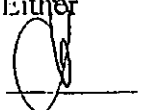
5. COOPERATION WITH OTHER BROKERS; DUAL REPRESENTATION. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.
- (c) Except as otherwise provided herein, AGENT may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any other party other than SELLER with respect to the PROPERTY unless and until SELLER has acknowledged and agreed to such dual representation in writing.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance. Either

AGENT'S initials



AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.

- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.
- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS.

- (a) AGENT acknowledges and agrees that any sale, lease, or exchange of the PROPERTY and any payment obligation of SELLER under this Agreement shall be subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that no commission or fee shall be due under this Agreement in the event that the PROPERTY is sold to the Town of Ashland, New Hampshire or to the County of Grafton, New Hampshire.
- (b) AGENT has obtained a current State Vendor Code from the Division of Procurement & Support Services, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its

AGENT'S initials



obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.

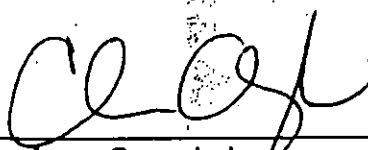
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.
- (f) AGENT agrees that at all times during the effective term of this Agreement AGENT shall maintain the following types and amounts of insurance coverage:
  - (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
  - (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
  - (iii) Workers' compensation insurance and employers' liability insurance as required by law.

AGENT'S initials



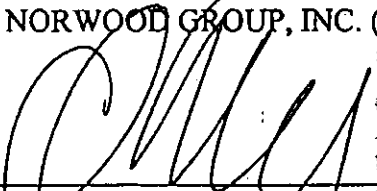
THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS,  
WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR  
PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL  
ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS  
AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")  
By and through its  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
Charles M. Arlinghaus, Commissioner

Date: 1/18/19

THE NORWOOD GROUP, INC. ("AGENT")

By:   
Chris Norwood, President

Date: 1/15/19

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**FIRST AMENDMENT TO EXCLUSIVE LISTING AGREEMENT**  
(13 West Street, Ashland, New Hampshire)

This First Amendment to Exclusive Listing Agreement (this "Amendment") hereby amends and supplements that certain Exclusive Listing Agreement dated effective January 18, 2019 (the "Agreement"), by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("SELLER"), and THE NORWOOD GROUP, INC. (DBA "NAI Norwood Group"), a Delaware corporation having an address of 116-G South River Road, Bedford, New Hampshire 03110 ("AGENT"), as follows:

1. Section 1 of the Agreement is hereby amended to eliminate any stated minimum price for the PROPERTY, as said capitalized term is defined in the Agreement. This is in light of SELLER's request for AGENT to issue and advertise a call for highest and best offers with the intention of selecting and accepting an actionable offer that represents the best value for the State of New Hampshire, as determined by SELLER in its sole discretion. Notwithstanding the foregoing, SELLER hereby reserves the right to reject any or all offers as too low or for any or no other reason.
2. The first sentence of Section 2 of the Agreement is hereby amended and restated as follows: "This Agreement shall be in effect commencing on the EFFECTIVE DATE and ending on February 28, 2020."
3. Section 7(a) of the Agreement is hereby amended by inserting the following immediately after the first sentence: "AGENT further acknowledges and agrees that SELLER's tentative acceptance of any offer that is lower than Three Hundred Five Thousand Dollars (\$305,000.00) may be subject to further prior approval by the joint legislative Long Range Capital Planning and Utilization Committee."


Except as amended hereby or to the extent inconsistent herewith, all terms, conditions, and provisions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

STATE OF NEW HAMPSHIRE ("SELLER")  
By and through its  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
Charles M. Arlinghaus, Commissioner

Date: 1/10/2020

THE NORWOOD GROUP, INC. ("AGENT")

By:   
Karl Norwood, Principal

Date: Dec 19, 2019

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "THE NORWOOD GROUP, INC." IS DULY  
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD  
STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS  
OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF MARCH, A.D. 2020.



791722 8300

SR# 20201833990

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202497751

Date: 03-02-20

# State of New Hampshire

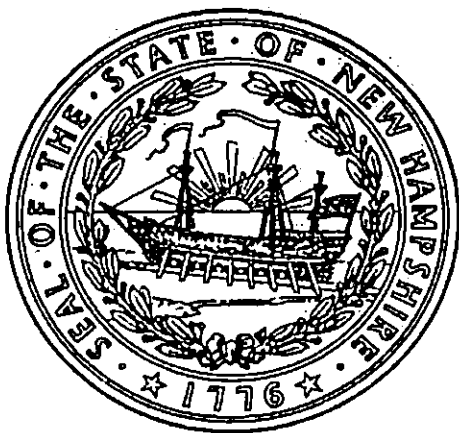
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NORWOOD GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 05, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2795

Certificate Number: 0004822702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



**THE NORWOOD GROUP, INC.**  
**CERTIFICATE OF INCUMBENCY AND AUTHORITY**

I, Christopher Norwood, being the President of The Norwood Group, Inc., a Delaware corporation (the "Corporation"), do hereby certify as follows:

1. I am the duly elected and qualified President of the Corporation. Karl Norwood is a duly elected and qualified Director and the Principal Broker of the Corporation.
2. The Corporation has been duly and properly authorized to take all actions necessary or desirable to enter into a certain Exclusive Listing Agreement dated January 18, 2019, as amended by a certain First Amendment to Exclusive Listing Agreement dated January 10, 2020, with the State of New Hampshire; to market the land and building located at 13 West Street, Ashland, New Hampshire (the "Property") as provided in said Listing Agreement; and to act as escrow agent and to hold and disburse earnest money deposits pursuant to a certain Purchase and Sale Agreement regarding the Property, by and between the State of New Hampshire as Seller and Gone Skiing, LLC as Buyer/Assignee.
3. Karl Norwood, as the Principal Broker and a Director of the Corporation, and I, as the President of the Corporation, have each been duly and properly authorized to negotiate and severally execute said Listing Agreement and First Amendment on behalf of the Corporation, and to deliver and/or execute such other documents and take such other actions on behalf of the Corporation as either of us may deem, in his sole discretion, to be necessary or desirable to further the transactions contemplated hereby.
4. Any and all prior actions taken by either of us on behalf of the Corporation in furtherance of, or in connection with, the transactions contemplated hereby have been ratified and affirmed as the duly and properly authorized actions of the Corporation.

Executed this 3rd day of March 2020.

  
\_\_\_\_\_  
Christopher Norwood



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Susan Vesta <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> svesta@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Western Ins Co	
		<b>INSURER B:</b> Acadia Ins Co.	
		<b>INSURER C:</b> Endurance American Specialty Ins Co	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 19-20 All lines**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA0057603-30	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Employment Practices	\$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAA0057602-30	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA0057624-30	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED		RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0356632-19 (3a.) NH	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.I. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.I. DISEASE - EA EMPLOYEE	\$ 500,000
							E.I. DISEASE - POLICY LIMIT	\$ 500,000
C	Errors & Omissions			PRO10004029006	06/15/2019	06/15/2020	Each Occurrence	1,000,000
							General Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire New Hampshire Dept of Admin Svcs 25 Capital Street Room 212 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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