



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



72

**CHRISTOPHER D. CLEMENT, SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

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

Bureau of Right-of-Way  
February 25, 2014

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.22 +/- of an acre parcel of State owned land improved with a single-family residence located at 4014 Brown Avenue in the City of Manchester to Marshall Johnson and Michelle Johnson for one hundred thirty thousand nine hundred (\$130,900.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval. The Department has also agreed as part of the sale to contribute to the buyer three thousand nine hundred (\$3,900.00) dollars towards their closing costs.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Prudential Verani Realty (now Berkshire Hathaway Verani Realty) from the proceeds of the subject sale in the amount of six thousand five hundred forty-five (\$6,545.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$120,455.00 (\$130,900.00 – \$6,545.00 - \$3,900.00). It has been determined by the Division of Finance that this parcel was originally purchased with 80% Federal Funds and 20% Highway Funds.

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

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2014</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (20% of \$120,455.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2014</u> \$24,091.00
04-096-096-963515-3054-401771 Consolidated Federal Aid  (80% of \$120,455.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2014</u> \$96,364.00

**EXPLANATION**

The Department of Transportation wishes to sell this parcel of State owned land improved with a single-family residence located at 4014 Brown Avenue in the City of Manchester.

This property was acquired in 2006 at the request of the owner due to its proximity to the Bedford – Manchester – Londonderry - Merrimack 11512 project which constructed the Airport Access Road.

The need for the twenty-two hundredths (0.22) of an acre parcel and improvement has been reviewed by the Department, which has determined that the subject parcel and improvement is surplus to our operational needs and interest for the purpose of disposal.

Approval of the sale of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Highway funds.

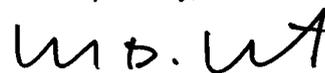
On September 24, 2013, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Prudential Verani Realty to sell the above property for \$130,000.00. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines. Also, the Long Range Capital Planning and Utilization Committee approved at their September 24, 2013 meeting to compensate Prudential Verani Realty a 5% commission for the sale of this property.

Prudential Verani Realty marketed the subject property and brought all offers to the Department for consideration. On January 13, 2014, the Department entered into a Purchase and Sale Agreement with Marshall Johnson and Michelle Johnson for one hundred thirty thousand nine hundred (\$130,900.00) dollars plus a one thousand one hundred (\$1,100.00) Administrative Fee. The Department has also agreed as part of the sale to contribute to the buyer three thousand nine hundred (\$3,900.00) dollars towards their closing costs.

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

Authorization is respectfully requested to sell the above-described 0.22 +/- of an acre parcel of land to Marshall Johnson and Michelle Johnson for one hundred thirty thousand nine hundred (\$130,900.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed as part of the sale to contribute to the buyer three thousand nine hundred (\$3,900.00) dollars towards their closing costs and also to pay a commission of six thousand five hundred forty-five (\$6,545.00) dollars (5%) from the proceeds to Prudential Verani Realty. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,



Christopher D. Clement, Sr.  
Commissioner

CDC/PJM/dd  
Attachments



LRCP 14-006

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

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

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

**RICHARD J. MAHONEY, CPA**  
Director, Audit Division  
(603) 271-2785

March 5, 2014

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

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on March 4, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend LRCP 13-039, originally approved September 24, 2013, by correcting a typographical error in the property location from 4104 to 4014 Brown Avenue, in the City of Manchester, as currently listed with Prudential Verani Realty for the sale of a 0.22 +/- of an acre parcel of State owned land improved with a single-family residence for \$130,000, assess an Administrative Fee of \$1,100, and allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the original request dated September 5, 2013 and as amended February 25, 2014.

Sincerely,

  
Jeffry A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

SEP 26 2013

RECEIVED



LRCP 13-039

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

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

State of New Hampshire

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

RICHARD J. MAHONEY, CPA  
Director, Audit Division  
(603) 271-2785

September 25, 2013

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

Dear Mr. Schmidt,

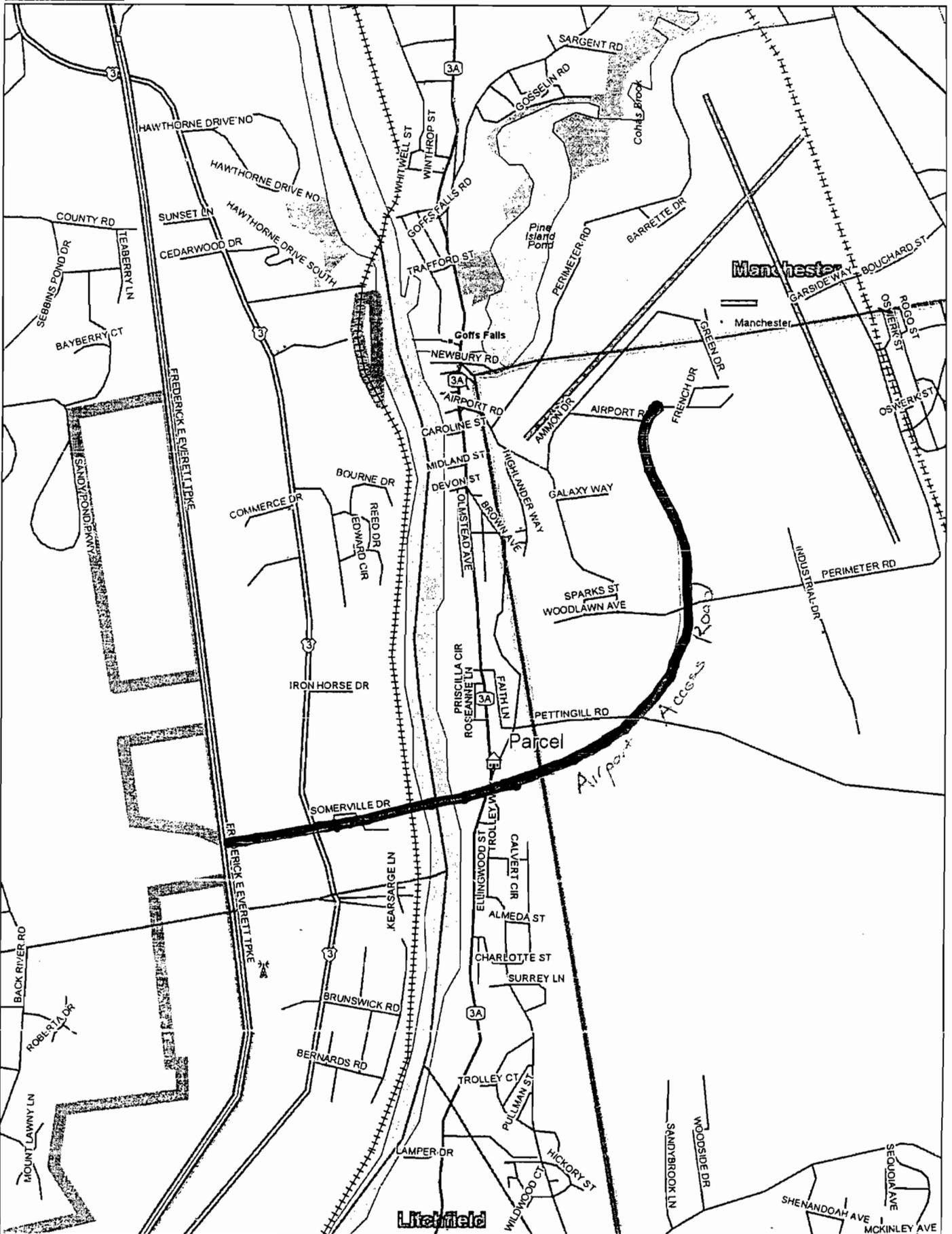
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on September 24, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.22 +/- acre parcel of State owned land improved with a single family residence located at 4104 Brown Avenue, in the City of Manchester for \$130,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated September 5, 2013.

Sincerely,

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

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment



**INDEX OF SHEETS**

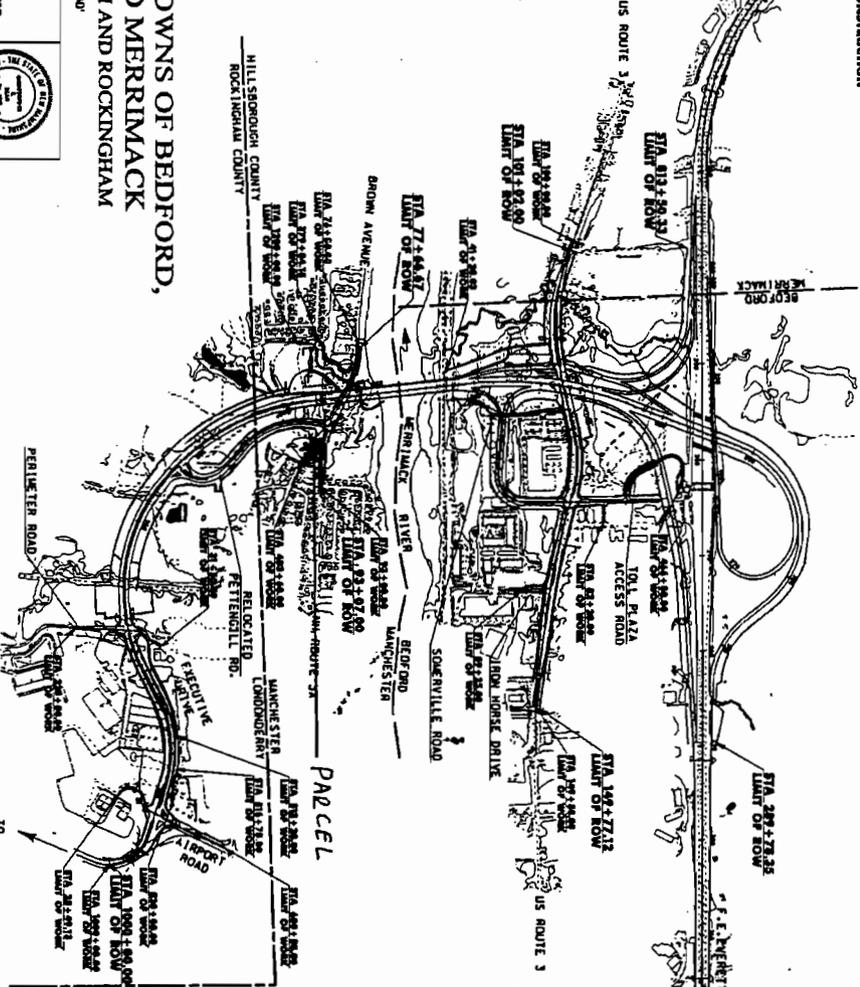
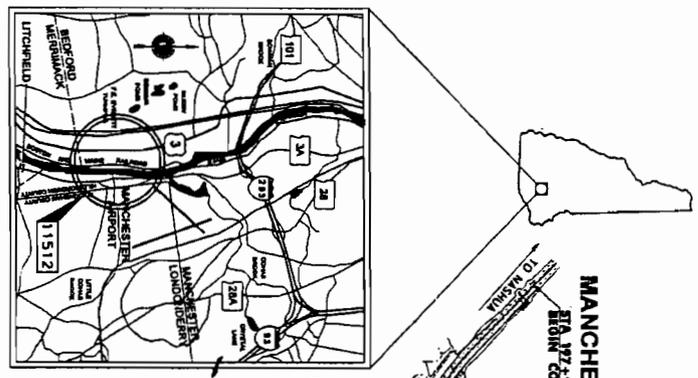
1	FRONT SHEET
2A-2B	STANDARD SYMBOLS SHEETS
3-5	SUMMARY SHEETS
6-10	PROPERTY LAYOUT SHEETS
11-45	RIGHT-OF-WAY SHEETS

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
**RIGHT-OF-WAY PLANS**  
**FEDERAL AID PROJECT**

DPR-F-0047(001)  
NH PROJECT NO. 11512  
MANCHESTER AIRPORT ACCESS ROAD, F.E. EVERETT TURNPIKE, US ROUTE 3 AND NH ROUTE 3A

**DESIGN DATA**

AVERAGE DAILY TRAFFIC 20 05	10,000
AVERAGE DAILY TRAFFIC 20 25	11,000
PERCENT OF TRUCKS	7%
LENGTH OF PROJECT	2.30 MILES



**PLAN INTENT:**  
THE PROJECT HAS PURPOSE OF THESE PLANS IS TO PROVIDE THE PROPERTY ACQUISITION FOR AIRPORT ACCESS ROAD PROJECT, RECORD MANCHESTER (CONDOMINIUM) 11512. AS REQUIRED UNDER RSA 230:11.2.

**NOTES:**  
CONDOMINIUM LISTED ARE FOR THE 40 STATE ROAD 11512 AND 11513 AND ARE REFERENCED TO CONDOMINIUM 11512. VERTICAL CURVES IS REFERENCED TO 11512-0120, 11512-0120, 11512-0120 AND 11512-0120. CONTACT NUMBER: 603-271-1212 OR 603-271-1213 FOR THE DESIGNER.  
THE PROJECT LINES SHOWN ON THESE PLANS ARE FROM THE USE LOCATION DATA. NO SUBMITTAL SHEETS HAS BEEN COMPLETED FOR THE PURPOSE OF LOCATING THESE LINES.  
THE LINES LISTED FOR THE TIE-IN AND REMAINING LINES ARE ESTIMATION ONLY. THE LOCATION SHOWN OF THE TIE-IN AND REMAINING LINES TO THESE PLANS ARE NOT INTENDED TO BE USED FOR CONSTRUCTION OF THE PROJECT. THE TIE-IN AND REMAINING LINES ARE ESTIMATION ONLY.  
THE TIE-IN AND REMAINING LINES ARE ESTIMATION ONLY.

CITY OF MANCHESTER, TOWNS OF BEDFORD,  
LONDONDERRY AND MERIMACK  
COUNTIES OF HILLSBOROUGH AND ROCKINGHAM

DATE BY	1/1/94	DATE 11/94
CHECKED BY	F.M.	DATE 6/7/94



540 Commercial Street, Manchester, NH 03101  
603.668.8223, Fax: 603.668.8802  
mnh@cedeng.com, www.cedeng.com  
Mohr - New Hampshire - Vermont



FOR CONSTRUCTION AND ALIGNMENT DETAILS - SEE CONSTRUCTION PLANS

**NHDOT** THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

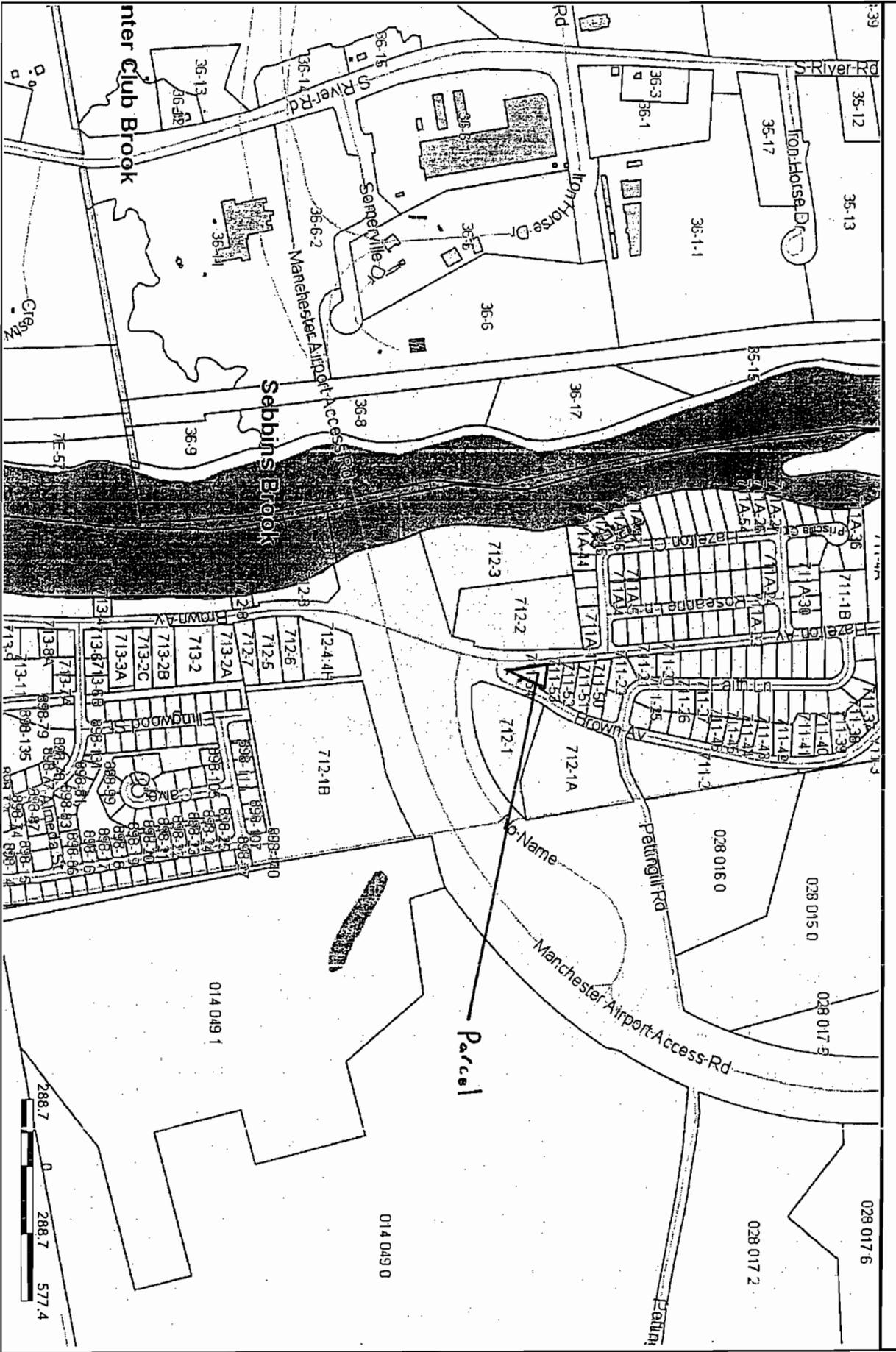
RECOMMENDED FOR APPROVAL:

DESIGNER	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
DPR-F-0047(001)	1/15/12	1	1	45

APPROVED BY: BUREAU OF RIGHT-OF-WAY

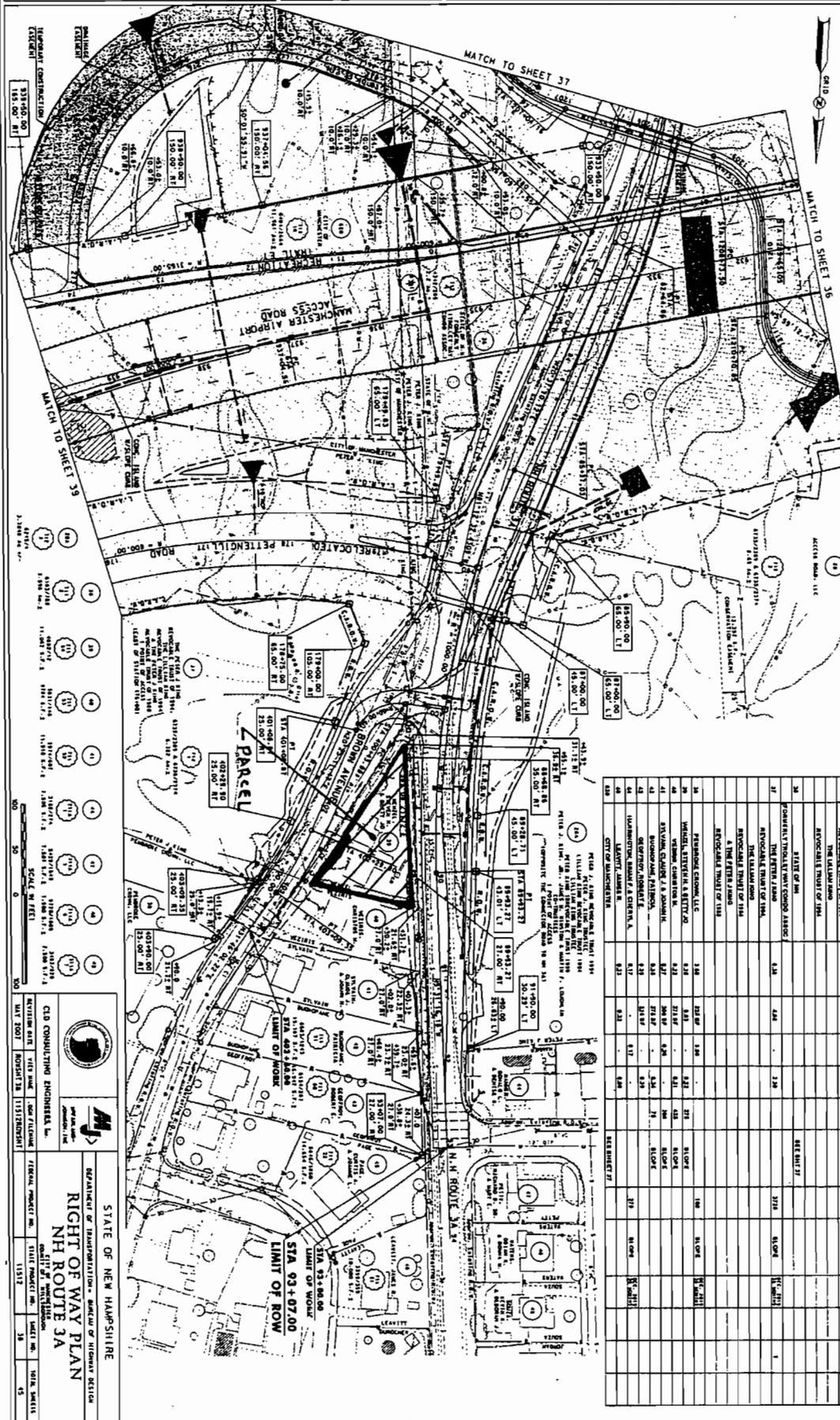
DATE: \_\_\_\_\_

# Mosaic Parcel Map



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

EXISTING DETAIL NO.	DATE 11/04	NOTEBOOKS	NUMBER	DATE	STATION	STATION	REVISIONS AFTER PROPOSAL	DESCRIPTION
PROPOSED DESIGN NO.	DATE 12/04	BOOK	PAGE					
SHEET CHECKED PAR	DATE 05/07	BOOK	PAGE					
AS BUILT DETAILS	DATE	BOOK	PAGE					



PAR NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL		AREA OF EASEMENT		EASEMENT		EASEMENT		EASEMENT		EASEMENT	
		AC	SQ FT	AC	SQ FT	AC	SQ FT	AC	SQ FT	AC	SQ FT	AC	SQ FT
28	ACEER ROAD, LLC	AC	10,000	AC	10,000								
29	ACEER ROAD, LLC	AC	10,000	AC	10,000								
30	ACEER ROAD, LLC	AC	10,000	AC	10,000								
31	ACEER ROAD, LLC	AC	10,000	AC	10,000								
32	ACEER ROAD, LLC	AC	10,000	AC	10,000								
33	ACEER ROAD, LLC	AC	10,000	AC	10,000								
34	ACEER ROAD, LLC	AC	10,000	AC	10,000								
35	ACEER ROAD, LLC	AC	10,000	AC	10,000								
36	ACEER ROAD, LLC	AC	10,000	AC	10,000								
37	ACEER ROAD, LLC	AC	10,000	AC	10,000								
38	ACEER ROAD, LLC	AC	10,000	AC	10,000								
39	ACEER ROAD, LLC	AC	10,000	AC	10,000								
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41	ACEER ROAD, LLC	AC	10,000	AC	10,000								
42	ACEER ROAD, LLC	AC	10,000	AC	10,000								
43	ACEER ROAD, LLC	AC	10,000	AC	10,000								
44	ACEER ROAD, LLC	AC	10,000	AC	10,000								
45	ACEER ROAD, LLC	AC	10,000	AC	10,000								

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF HIGHWAY DESIGN  
 100 WATER STREET  
 CONCORD, NH 03301  
 TEL: 603/271-3000  
 FAX: 603/271-3001  
 WWW: NHDOT.NH.GOV

RIGHT OF WAY PLAN  
 NH ROUTE 3A  
 STA 93+00.00 TO STA 93+97.00

DATE: 05/07/07  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN

PROJECT NO. [Number]  
 SHEET NO. [Number]  
 TOTAL SHEETS [Number]

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



\_\_\_\_\_, \_\_\_\_\_ (EFFECTIVE DATE)  
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 4th day of January, 20 14 between  
State of New Hampshire DOT ("SELLER")  
of \_\_\_\_\_  
City/Town Concord State NH Zip \_\_\_\_\_  
and Marshall Johnson and Michele Johnson  
("BUYER") of 628 Chatham West Drive  
City/Town Brockton State MA Zip 02301

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
of Manchester located at 4014 Brown Avenue  
County Hillsborough Book 7764 Page 2087 Date \_\_\_\_\_ ("PROPERTY").

3. The SELLING PRICE is One Hundred thirty-two thousand Dollars \$ 132,000.00  
A DEPOSIT in the form of Personal Check is to be held in an escrow account by Prudential  
Verani ("ESCROW AGENT"), BUYER  has delivered, or  will deliver to the ESCROW  
AGENT's FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 1,000.00  
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 \$ 131,000.00

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

5. TRANSFER OF TITLE: On or before March 14, 2014 at RE/MAX 1st Choice or  
some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of  
all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the  
same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be  
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: None

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within  
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:  
Denise Burgess of RE/MAX 1st Choice is a  seller agent  buyer agent  facilitator  disclosed dual agent  
Jennifer Frost of Prudential Verani 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, with  
extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery  
of deed, 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 \$ 5,000.00.

SELLER(S) INITIALS DS, BUYER(S) INITIALS MJ, mf

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



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. **TAXES,** condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Fuel remaining in tank(s) shall be paid by Buyer at cash price as of date of closing from company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures Dishwasher, Electric Range, Refrigerators (2)

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

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

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

Disclosure Required  YES  NO

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:

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 <u>14</u> days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" 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. 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

SELLER(S) INITIALS MS , \_\_\_\_\_ BUYER(S) INITIALS MMJ , MP

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



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: \_\_\_\_\_

**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 type="checkbox"/>	<input checked="" 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"/>

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 128,000.00 TERM/YEARS 30 RATE Prevaling MORTGAGE TYPE FHA/NHFA

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.

SELLER(S) INITIALS MS , BUYER(S) INITIALS mg , MS

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



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 2 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 2/14/2014 ("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.

SELLER(S) INITIALS CNS, \_\_\_\_\_ BUYER(S) INITIALS MMJ, MD

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



**19. ADDITIONAL PROVISIONS:**

- 1) First right of refusal to purchase the property by the Town(s) where the property is located, the New Hampshire Housing Finance Authority and other State and County agencies
- 2) Sale subject to approval by the Governor and Executive Council
- 3) In addition to the purchase price, the Buyer will be subject to an additional Administrative Fee of \$1,100 at closing.
- 4) The property must appraise at or above the sale price.
- 5) Seller to contribute \$5,000 toward the Buyer's closing costs, prepaids, and or escrows.

**20. ADDENDA ATTACHED:**  Yes  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 when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated 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 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**

Marshall Johnson 1/4/14  
 BUYER    Marshall Johnson    DATE    TIME

Michelle Johnson 1/4/14  
 BUYER    Michelle Johnson    DATE    TIME

528 Chatham West Drive  
 MAILING ADDRESS

628 Chatham West Drive  
 MAILING ADDRESS

Brockton                      MA                      02301  
 CITY                      STATE                      ZIP

Brockton                      MA                      02301  
 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] 1/13/14  
 SELLER    State of NH DOT    DATE    TIME

\_\_\_\_\_  
 SELLER                                      DATE    TIME

MAILING ADDRESS

MAILING ADDRESS

CITY                      STATE                      ZIP

CITY                      STATE                      ZIP



### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 4114 Brown Ave, Manchester, NH 03103

#### Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgement (initial)

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgement (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	10/1/13
Seller	Date
Marshall Johnson	1/13/14
Purchaser	Date
Raymond Foss	10/15/13
Agent	Date

Seller	Date
Michelle Robinson	Jan 13, 2014
Purchaser	Date
Agent	Date

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
 New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in assessing SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate (TRA) representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

**NOTICE TO SELLERS: COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.**

1. SELLER: State of NH, Department of Transportation
2. PROPERTY LOCATION: 554 Bevan Ave, Manchester, NH 03121
3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?  
 Yes  No

4. SELLER:  Yes  Has not occupied the property for \_\_\_\_\_ years.
5. WATER SUPPLY

Please answer all questions regardless of type of water supply

a. TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

b. INSTALLATION: Location: \_\_\_\_\_  
 Installed By: \_\_\_\_\_ Date of Installation: \_\_\_\_\_  
 What is the source of your information? \_\_\_\_\_

c. USE: Number of persons currently using the system: \_\_\_\_\_  
 Does system supply water for more than one household?  Yes  No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with line (public/private/other) water system?  
 Pump  Yes  No  N/A Quantity:  Yes  No  
 Quality:  Yes  No  Unknown  
 IF YES to any question, please explain in Comments below or with attachment

e. WATER TEST: Have you had the water tested?  Yes  No Date of most recent test: \_\_\_\_\_  
 IF YES to any question, please explain in Comments below or with attachment  
 Are you aware of any test results reported as unsatisfactory or satisfactory with mutations?  Yes  No  
 IF YES, are test results available?  Yes  No What steps were taken to remedy the problem? \_\_\_\_\_

COMMENTS: \_\_\_\_\_

6. SEWAGE DISPOSAL SYSTEM
- a. TYPE OF SYSTEM: Public:  Yes  No Community/Shared:  Yes  No  
 Private:  Yes  No  Unknown

b. IF PUBLIC OR COMMUNITY SHARED  
 Have you experienced any problems such as line or other malfunctions?  Yes  No  
 What steps were taken to remedy the problem? \_\_\_\_\_

c. IF PRIVATE:  
 TANK:  Septic Tank  Holding Tank  Cesspool  Unknown  Other \_\_\_\_\_  
 Tank Size: \_\_\_\_\_ Gal.  Unknown  Other \_\_\_\_\_  
 Tank Type:  Concrete  Metal  Unknown  Other \_\_\_\_\_  
 Location: \_\_\_\_\_ Inception Unknown Date of Installation: \_\_\_\_\_  
 Date of last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_

d. LEACH FIELD:  Yes  No  Other \_\_\_\_\_  
 IF YES, Location: \_\_\_\_\_ Size: \_\_\_\_\_  Unknown  
 Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_

e. IS SYSTEM LOCATED IN A SHORELAND ZONE?  Yes  No  Unknown  
 If YES, has a site assessment been done?  Yes  No  Unknown  
 Source of Information: \_\_\_\_\_  
 Comments: \_\_\_\_\_

SELLER'S INITIALS: CAS BUYER'S INITIALS: [Signature]

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
 New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 4814 Boston Ave. Manchester, NH 03103

<u>INSULATION</u>	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>IF YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

**8. HAZARDOUS MATERIAL**

**k. UNDERGROUND STORAGE TANKS - Current or previously existing:**

Are you aware of any past or present underground storage tanks on your property?  Yes  No  Unknown

If YES: Are tanks currently in use?  Yes  No

If NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Are you aware of any past or present problems such as leakage, etc?  Yes  No Comments: \_\_\_\_\_

If tanks are no longer in use, have the tanks been removed?  Yes  No  Unknown

**l. ASBESTOS - Current or previously existing:**

As insulation on the heating system pipes or ducts?  Yes  No  Unknown

In the siding?  Yes  No  Unknown In the roofing shingles?  Yes  No  Unknown

In flooring tiles?  Yes  No  Unknown Other: \_\_\_\_\_  Yes  No  Unknown

If YES, Source of information: \_\_\_\_\_

Comments: \_\_\_\_\_

**c. RADON/AIR - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: \_\_\_\_\_

**d. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: \_\_\_\_\_

**e. LEAD/PAINT - Current or previously existing:**

Are you aware of lead-based paint on this property?  Yes  No

If YES: Source of information: \_\_\_\_\_

Are you aware of any cracking, peeling, or flaking lead-based paint?  Yes  No

Comments: \_\_\_\_\_

**f. Are you aware of any other hazardous materials?  Yes  No**

If YES: Source of information: \_\_\_\_\_

Comments: \_\_\_\_\_

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]  [Signature]

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 4014 Brown Ave, Manchester, NH 03103

9. GENERAL INFORMATION

- a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?  
 Yes  No  Unknown If YES, Explain: \_\_\_\_\_  
What is your source of information? \_\_\_\_\_
- b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?  
 Yes  No  Unknown If YES, Explain: \_\_\_\_\_  
What is your source of information? \_\_\_\_\_
- c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?  
 Yes  No If YES, Explain: \_\_\_\_\_
- d. Are you aware of any problems with other buildings on the property?  Yes  No If YES, Explain: \_\_\_\_\_
- e. Are you receiving a tax exemption for this property for any reasons?  Yes  No  Unknown  
If YES, Explain: \_\_\_\_\_
- f. Is any part of this property in Current Use?  Yes  No  Unknown If YES, Explain: \_\_\_\_\_
- g. Is this property located in a Federally Designated Flood Zone?  Yes  No  Unknown
- h. Has the property been surveyed?  Yes  No  Unknown If YES, By \_\_\_\_\_  
If YES, is survey available?  Yes  No  Unknown
- i. How is the property zoned? \_\_\_\_\_
- j. Heating System Age: \_\_\_\_\_ Type: \_\_\_\_\_ Fuel: \_\_\_\_\_ Tank Location: \_\_\_\_\_  
Owner of Tank: \_\_\_\_\_  
Annual Fuel Consumption: \_\_\_\_\_ Price: \_\_\_\_\_ Gallons: \_\_\_\_\_  
Comments: \_\_\_\_\_
- k. Roof Age: \_\_\_\_\_ Type of Roof Covering: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_
- l. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_  Type: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_
- m. Chimney(s) How Many? \_\_\_\_\_ Lined? \_\_\_\_\_ Last Cleaned: \_\_\_\_\_ Problems? \_\_\_\_\_
- n. Plumbing Type: \_\_\_\_\_ Age: \_\_\_\_\_  
Comments: \_\_\_\_\_
- o. Domestic Hot Water: Age: \_\_\_\_\_ Type: \_\_\_\_\_ Gallons: \_\_\_\_\_
- p. Electrical Systems Amps: \_\_\_\_\_  Circuit Breakers  Fuses  
Comments: \_\_\_\_\_
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: \_\_\_\_\_
- r. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_  
Comments: \_\_\_\_\_
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property?  
(Per RSA 477:4-a)  Yes  No If YES, please explain: \_\_\_\_\_
- t. Other (e.g. Alarm System, Irrigation System, etc.) \_\_\_\_\_

**NOTICE TO PURCHASER(S):** PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature] [Signature]



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



Addendum to the Purchase and Sales Agreement dated January 4, 2014 between  
STATE of NH Department of Transportation ("SELLER"), and  
Marshall Johnson, Michelle Johnson ("BUYER"), for  
the property located at 4014 Brown Ave., MANCHESTER, NH 03103,  
hereby agree to the following:

Extend the financing contingency to on or before February 28, 2014

Extend closing date from March 14, 2014 to March 31, 2014

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

<u>Marshall Johnson</u>	<u>2/14/14</u>	<u>Michelle Johnson</u>	<u>2/14/2014</u>
BUYER Marshall Johnson	DATE / TIME	BUYER Michelle Johnson	DATE / TIME
<u>[Signature]</u>	<u>2/16/14</u>		
SELLER STATE of NH Department of Transportation	DATE / TIME	SELLER	DATE / TIME

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



Addendum to the Purchase and Sales Agreement dated January 4, 2014 between  
State of New Hampshire DOT ("SELLER"), and  
Marshall Johnson, Michelle Johnson ("BUYER"), for  
the property located at 4014 Brown Avenue, Manchester, NH 03103,  
hereby agree to the following:

The Seller agrees to contribute \$3,900 toward the Buyer's closing costs, prepaids and or escrows.

The Sale Price is reduced from \$132,000 to \$130,900.

**All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.**

**EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.**

<u>Marshall Johnson</u> <u>2/20/14</u> BUYER Marshall Johnson      DATE / TIME	<u>Michelle Johnson</u> <u>2/20/2014</u> BUYER Michelle Johnson      DATE / TIME
<u>[Signature]</u> <u>2/20/14</u> SELLER State of New Hampshire DOT      DATE / TIME	SELLER      DATE / TIME



# EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY New Hampshire Association of REALTORS® Standard Form

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), State of NH, Department of Transportation ("SELLER"), hereby gives the undersigned Prudential Verani Realty ("FIRM"), on this date, 10/04/2013, 20\_\_\_\_\_, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 4014 Brown Ave, Manchester, NH 03103 owned by SELLER consisting of single family home built in 1977 on approximately .22 acres of land and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book 7764 Page 2087 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 130000 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 5% of the contract price or n/a of the lease amount or \_\_\_\_\_

2. THIS AGREEMENT SHALL BE IN EFFECT from 10/04/2013, through 10/04/2014. 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 0 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 n/a.

3. DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Jennifer Frost as SELLER'S designated agent(s).

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 SELLER'S designated agent(s), the potential for dual agency exists

SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

	10/7/13		
SELLER	DATE	SELLER	DATE

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

SELLER	DATE	SELLER	DATE

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. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

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 has been 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 subagency. 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 2.0 % commission of the contract price or _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

*Handwritten initials: CAS*

**EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY**  
**New Hampshire Association of REALTORS® Standard Form**

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



**COOPERATION WITH OTHER BROKERS - SELLER** authorizes the following forms of cooperation: (continued)

(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>2.0</u> % commission of the contract price or _____.	<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 box is checked, property cannot be placed in MLS.	

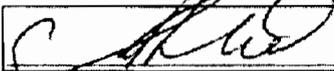
**8. SPECIAL CONDITIONS - SELLER agrees:**

<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken
<input 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 and <input 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 and <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.

**8. ADDITIONAL PROVISIONS**

See Attached.

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

	<u>10/7/13</u>		
SELLER	DATE	SELLER	DATE

ADDRESS	CITY	STATE	ZIP	ADDRESS	CITY	STATE	ZIP
Prudential Verani Realty				Jennifer Frost			
FIRM				BY	TITLE	DATE	

ADDRESS CITY STATE ZIP