

19
Benton



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

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

Bureau of Right-of-Way
January 16, 2015

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 2.4 +/- acre parcel of State owned land located on the westerly side of NH Route 107 in the Town of Pittsfield to 100 Barnstead Road, Inc. for sixty thousand (\$60,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Locke Associates, Inc. from the proceeds of the subject sale in the amount of three thousand six hundred (\$3,600.00) dollars (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$56,400.00 (\$60,000.00 - \$3,600.00). It has been determined by the Division of Finance that this parcel was originally purchased with 100% Highway Funds.

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

04-096-096-960015-0000-UUU-402156	<u>FY 2015</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2015</u>
Sale of Parcel	\$56,400.00
(100% of \$56,400.00)	
(Estimated amount, actual will be based on Closing Statement)	

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land located on the westerly side of NH Route 107 (a/k/a Barnstead Road), just south of the NH Route 28 intersection in the Town of Pittsfield.

This parcel, consisting of approximately 2.4 acres, was previously used by the Department's Bureau of Highway Maintenance as a patrol shed facility. The Department no longer uses this parcel as a patrol area and has removed the patrol building, gas pumps and underground fuel storage tanks that were located on this parcel.

The need for this 2.4 +/- acre parcel has been reviewed by the Department, which has determined that the subject parcel is surplus to our operational needs and interest for the purpose of disposal.

On November 18, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Locke Associates, Inc. to sell the above property for sixty thousand (\$60,000.00) dollars. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines.

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

Locke Associates, Inc. marketed the subject property and brought all offers to the Department for consideration. On November 20, 2014, the Department entered into a Purchase and Sale Agreement with 100 Barnstead Road, Inc. for sixty thousand (\$60,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

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

Authorization is respectfully requested to sell the above-described 2.4 +/- acre parcel of land to 100 Barnstead Road, Inc. for sixty thousand (\$60,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed to pay a commission of three thousand six hundred (\$3,600.00) dollars (6%) from the proceeds to Locke Associates, Inc. In addition, miscellaneous closing costs such as property tax proration, 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,



David J. Brillhart
Acting Commissioner

DJB/PJM/dd
Attachments

NOV 21 2014

RECEIVED

LRCP 14-032



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

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

State of New Hampshire

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

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

November 19, 2014

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

Dear Mr. Schmidt,

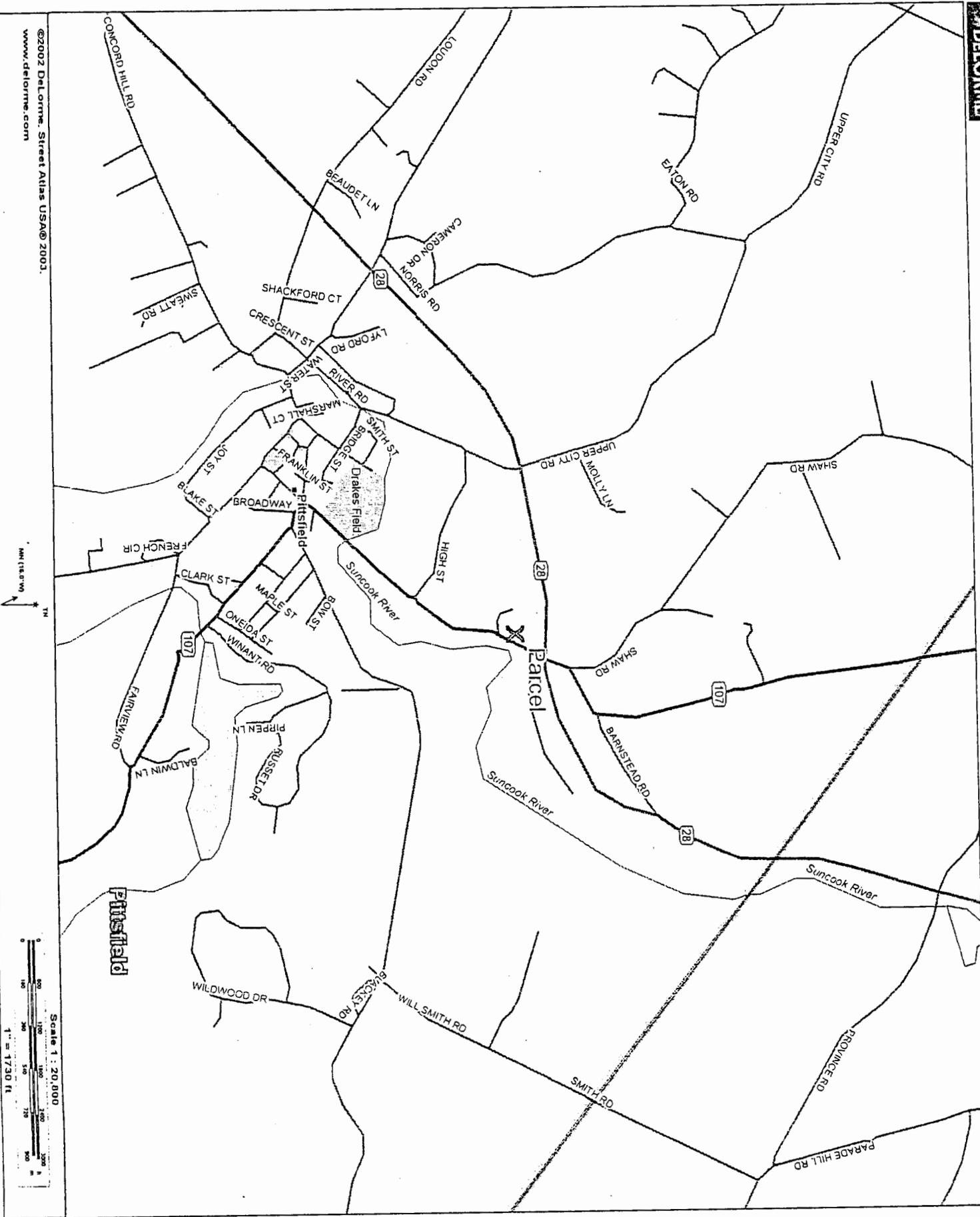
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 18, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Locke Associates, Inc. for a term of one (1) year for the sale of a 2.4 +/- acre parcel of State owned land located on the westerly side of NH Route 107 (a/k/a Barnstead Road), just south of the NH Route 28 intersection in the Town of Pittsfield for \$60,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 1, 2014.

Sincerely,

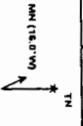
A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



©2002 Delorme, Street Atlas USA® 2003.
www.delorme.com



Scale 1 : 20,000
 0 100 200 300 400 500 600 700 800 900 1000
 1" = 1730 ft



New Hampshire Housing
Bringing You Home

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

JAN 02 2015

RECEIVED

December 29, 2014

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

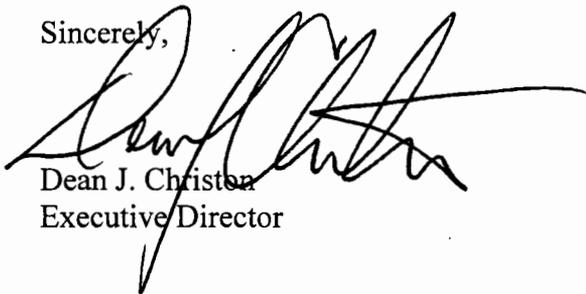
RE: Pittsfield Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Pittsfield described in your letter of November 20, 2014.

Thank you for giving us the opportunity to review this parcel.

Sincerely,



Dean J. Christon
Executive Director

DJC:clp
Attachments

New Hampshire Housing Finance Authority

32 Constitution Drive Bedford, NH 03110 Mailing Address: P.O. Box 5087 Manchester, NH 03108 (603) 472-8623 TDD: (603) 472-2089

Littleton Office: 41 Cottage Street Littleton, NH 03561

www.nhhfa.org

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 3rd day of December, 2014 between
State of NH Department of Transportation
(SELLER) of 7 Hazen Drive, PO Box 483
City/Town PO Box 483, State NH Zip 03302-0483
and 100 Barnstead Road, Inc.
(BUYER) of 100 Barnstead Road
City/Town Pittsfield, State NH Zip 03263

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Pittsfield located at Map R15, Lot 28 Barnstead Road
County Merrimack Book 720 Page 72 Date 8/27/52 (PROPERTY).

3. The SELLING PRICE is Sixty Thousand and 00/100 Dollars \$60,000
A DEPOSIT in the form of personal check is to be held in an escrow account by
Locke Associates, Inc. (ESCROW AGENT), BUYER has delivered, or will deliver to the ESCROW
AGENT's FIRM within n/a days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$2,000.
BUYER agrees that an additional deposit of earnest money in the amount of \$- will be delivered on or before
n/a. 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 \$58,000.

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 3/31/15 at Locke Associates, Inc.
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
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:
Maggie Locke Emerson of Locke Associates, Inc.
is a seller agent buyer agent facilitator disclosed dual agent*
of
is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a
designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. 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 \$0.

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

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.

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 Fencing and gate to be removed by Seller on or before 6/1/15.

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 [x] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE: [Signature] [Date: 12/15/14 1:37PM EST]

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.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste.

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.

(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 [Signature] / [Date: 12/15/14 1:37PM EST] BUYER(S) INITIALS [Signature] / [Date: 12/15/14 1:37PM EST]

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: [Signature Lines]

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

- Table with columns YES, NO and rows a. Restrictive Covenants of Record, b. Easements of Record/Deed, c. Park Rules and Regulations, d. Condominium documentation per N.H. RSA 356-B:58, e. Co-op/PUD/Association Documents, f. Availability of Property/Casualty Insurance, g. Availability and cost of Flood Insurance.

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.

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:

Table with columns AMOUNT, TERM/YEARS, RATE, MORTGAGE TYPE. Row 1: CASH

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

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

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

PURCHASE AND SALES AGREEMENT
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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.

SELLER(S) INITIALS CS / BUYER(S) INITIALS 90 /
12/15/14 1:37PM EST

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



19. ADDITIONAL PROVISIONS:

Subject to Buyers review of the zoning regulations on or before closing, to ensure usage meets their requirements. Subject to first right of refusal by the NH State Liquor Commission, Town of Pittsfield, NH Housing Finance Authority and other state and county agencies. Sale is subject to approval by the Governor and Executive Council. In addition to the purchase price, the Buyer will be subject to an additional administrative fee of \$1,100 to be paid at closing. It is expressly agreed that, notwithstanding any other provisions of this agreement the purchaser shall not be obligated to complete the purchase of the property described herein and will not incur any penalty or forfeiture of earnest money deposits or otherwise, unless the appraised value of the property is at least equal to the purchase price agreed upon in this purchase and sales agreement. The purchaser shall, however, have the privilege and option of proceeding with the completion of this agreement without regard to the amount of the appraised valuation.

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.

Signature: Janice Osborne, Date/Time: 12/15/14 1:37PM EST, Buyer fields

100 Barnstead Road, MAILING ADDRESS

Pittsfield, NH 03263, 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: [Handwritten], Date/Time: 12/17/14, Seller fields

PO Box 483, MAILING ADDRESS

Concord, NH 03302, CITY STATE ZIP

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

TO BE COMPLETED BY SELLER

1. **SELLER:** State of New Hampshire, Department of Transportation
2. **PROPERTY LOCATION:** Lot 28 Barnstead Road, Pittsfield, NH 03263
3. 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 evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.
4. **NOTICE TO SELLER(S): 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.**

5. **WATER SUPPLY (Please answer all questions regardless of type of water supply)**
- a. TYPE OF SYSTEM: None 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 the (public/private/other) water systems?
 Pump: Yes No N/A Quantity: Yes No Unknown
 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.
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations? Yes No
 If Yes, are test results available? Yes No
 What steps were taken to remedy the problem? _____
- f. COMMENTS: _____

6. **SEWAGE DISPOSAL SYSTEM**
- a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
 Private: Yes No Unknown: Yes No
 None: Yes No Septic/Design Plan in Process? Yes No
 Septic Design Available? Yes No
- 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 500 Gal. 1,000 Gal. Unknown Other _____
 Tank Type Concrete Metal Unknown Other _____
 Location: _____ Location 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: Size _____ Location: _____ Unknown
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____
- e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
 If Yes, has a site assessment been done? Yes No Unknown
- SOURCE OF INFORMATION: _____
 COMMENTS: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

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

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: Pittsfield, NH 03263

7. HAZARDOUS MATERIAL

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? Since 2008

What materials are, or were, stored in the tank(s)? Gas and Diesel Fuel

Age of tank(s): UNK Size of tank(s): UNK Owner of tank(s): UNK

Location: UNK

Are you aware of any problems, such as leakage, etc.? Yes No Comments:

Are tanks registered with the Department of Environmental Services (D.E.S.)? Yes No Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.S.? Yes No Unknown

Comments: Tanks were removed in 2008. See NHDES OneStop website for additional information

8. GENERAL INFORMATION

a. Is this property subject to Association fees? Yes No Unknown

If Yes, Explain: _____

If Yes, what is your source of information? _____

b. Is this property located in a Federally Designated Flood Zone? Yes No Unknown

c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property? Yes No Unknown

If Yes, Explain: _____

d. What is your source of information? _____

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors? Yes No Unknown

If Yes, Explain: _____

f. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? Yes No Unknown

If Yes, Explain: _____

g. How is the property zoned? _____ Source: _____

g. Has the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No

h. Has the soil been tested? Yes No Unknown

If Yes, are the results available? Yes No

i. Has a percolation test been done? Yes No Unknown

If Yes, are the results available? Yes No

j. Has a test pit been done? Yes No Unknown

If Yes, are the results available? Yes No

k. Have you subdivided the property? Yes No Unknown

l. Are there any local permits? Yes No Unknown

Please explain: _____

m. Are there attachments explaining any of the above? Yes No Unknown

n. Septic/Design plan available? Yes No Unknown

o. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If Yes, please explain: _____

9. NOTE 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. 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) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE **KNOWN** INFORMATION TO BUYER(S).

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

[Signature] 11/25/14
 SELLER DATE

 SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

[Signature] 12/3/14
 BUYER DATE

 BUYER DATE



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

November 15, 2011

Dale O'Connell, P.G.
New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483

CERTIFICATE OF NO FURTHER ACTION

Subject Site: Pittsfield – NHDOT Patrol Shed #317, 19 Base Hill Road
DES Site #199703032, LUST, Project #21284

June 2011 Data Report, prepared by ATC Associates Inc, July 13, 2011
Activity #171944

Dear Mr. O'Connell:

The New Hampshire Department of Environmental Services (DES) reviewed the subject submittal and other information in our files regarding the referenced site. This information was compared with the criteria for issuance of a Certificate of No Further Action as contained in New Hampshire Code of Administrative Rules Env-Or 600, Contaminated Site Management. These criteria are outlined below:

1. All human health hazards associated with direct exposure to contaminants through dermal contact, ingestion, and inhalation have been eliminated;
2. All necessary activity and use restrictions have been implemented;
3. All sources of groundwater contamination have been eliminated;
4. All on-site and off-site dissolved contamination levels meet groundwater quality criteria as specified in Env-Or 603.01;
5. All recorded release of recordation notices are on file with DES as required by Env-Or 607.09;
6. Any penalties or fines issued under RSA 146-A, RSA 146-C, RSA 147-A, and RSA 485-C have been paid;
7. All fees or costs due under RSA 147-F have been paid.

DES has concluded that the conditions at this site meet the above closure criteria. Therefore, in accordance with Env-Or 609.02, DES hereby issues this Certificate of No Further Action for the LUST project at this site. Through issuance of this Certificate of No

Dale O'Connell
DES #199703032
November 15, 2011
Page 2 of 2

Further Action, DES certifies that no additional investigation, remedial measures, or groundwater monitoring will be required by DES for this project. Accordingly, DES will remove this site from our active project list and close the regulatory site file.

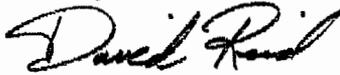
DES reserves the right, under New Hampshire Code of Administrative Rules Env-Or 600 Contaminated Site Management, to require additional investigations, remedial measures, or groundwater monitoring if further information indicating the need for such work becomes known.

Site Closure Activities

Your consultant should decommission the inactive groundwater monitoring wells on the site. Please direct your consultant to use the unit-based and project-based costs for Monitoring Well Decommissioning as detailed in the Oil Fund Disbursement Board *Guidance Manual: Policies, Procedures & Rules for Reimbursement*. In order to be reimbursed for these activities, Abandoned Well Registration Report forms must be completed and submitted to the New Hampshire Water Well Board and the DES Oil Remediation and Compliance Bureau. This form is available on our website at http://des.nh.gov/organization/commissioner/pip/forms/wwb/documents/wwb_abandoned_well.pdf.

Please do not hesitate to contact me if you have any questions regarding this letter.

Sincerely,



David Reid
Oil Remediation and Compliance Bureau
Tel: (603) 271-3431
Email: david.reid@des.nh.gov

cc: Gary Lynn, P.E., ORCB
Pittsfield Health Officer
John Kubiczki, P.G., ATC Associates Inc

Route: Sara Yuhas Kim, P.G., ORCB



STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: November 10, 2011

FROM: George Lombardo *George Lombardo* AT (OFFICE) NHDES/WMD
Oil Remediation and Compliance Bureau

SUBJECT: **Pittsfield – NHDOT Patrol Shed #317, 19 Base Hill Road**
DES # 199703032,LUST # 21284, Activity RSN 171944

TO: File

FILE CLOSE-OUT

I have reviewed the file for subject site, and have determined that no further regulatory action is required. The file is therefore closed out as noted below.

___ Incident Response Completed. No Further Action Warranted

Incident response to spill and source removal completed. It is the opinion of the project manager that the referenced site be closed.

Site Remediation Complete

All sources of groundwater contamination at the subject site discovered during the site investigation have been removed or remediated. Ambient groundwater quality standards are met throughout the site. Based on information in the Bureau files as of the date of this memo, additional investigation, remedial measures or groundwater monitoring is not required.

___ Site Remediation or Groundwater Monitoring NOT Required

Groundwater contamination at the subject site is a result of a discharge or release from an off-site source. Based on information in the Bureau files as of the date of this memo, additional investigation, remedial measures or groundwater monitoring by the site owner is not required.

* * * * *



Pittsfield – NHDOT Patrol Shed #317
DES # 199703032
File Close-Out

COST RECOVERY CLOSE-OUT

I have reviewed the file for the subject site and have determined that the following cost recovery actions were taken (check appropriate option):

No Monies Expended

Contamination at the subject site was not related to an on-site discharge. No monies were expended.

Total Cost Recovery

There has been a discharge at the subject site. During the site investigation/remediation process, State monies were expended. All costs incurred by the State have been recovered from responsible parties. Amount recovered _____.

Partial Cost Recovery

There has been a discharge at the subject site. During the site investigation/remediation process, State monies were expended. A settlement was reached by the State and responsible parties and \$_____ out of a total cost of \$_____ incurred by the State was recovered.

No Cost Recovery

There has been a discharge at the subject site. During the site investigation/remediation process, State monies were expended. Cost recovery was not pursued for the following reason(s) outlined below (check appropriate reason(s) and attach supporting data if not already in file):

Owner/operator demonstrated lack of financial resources to pay the claim.

Project manager determined that the likelihood of success on litigating the claim is small because of the absence of proof of liability or unavailability of required witnesses.

Cost of judicial collection is disproportionately high.

Cost of pursuing the case further will approach or exceed the potential recovery. 

Owner/operator bankruptcy.

Statute of Limitations (3 years) has run out.

Other reasons (explain):



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 13, 2009

Erik Paddleford
NHDOT
7 Hazen Drive
Concord, NH 03302

REQUEST FOR SITE INVESTIGATION

Subject Site: Pittsfield – NHDOT PS # 317, 112 Barnstead Road
DES Site #199703032, LUST Project #21284

Underground Storage Tank Closure Assessment, prepared by
Weston Solutions, Inc. dated October 20, 2008 (Activity #145771)

Dear Mr. Paddleford:

The New Hampshire Department of Environmental Services (DES) has reviewed the above referenced report, and other information in our files, regarding the discharge of petroleum at the subject site. Based on our review, DES has determined that a discharge of oil, as defined in New Hampshire Code of Administrative Rules Env-Or 600 Contaminated Site Management, has occurred at the subject site and impacted groundwater. A discharge of oil to the groundwater was confirmed by the presence of MTBE and other petroleum compounds in a groundwater sample collected from the tank grave.

DES has determined that you are a responsible party in regard to this discharge and requires that you complete a Level I Site Investigation. The Site Investigation is necessary to assess the full extent of soil and groundwater contamination, identify potential human and environmental receptors, and develop an appropriate remedial action. The requirements of the Site Investigation are detailed in Env-Or 606.03 through 606.09. These rules are available on our website at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-r600.pdf>.

The Site Investigation report is due within 120 days of receipt of this letter. DES will provide guidance on the need for further investigation, remediation or closure of this project after we have reviewed the Site Investigation report. The Site Investigation and report shall be completed by, or under the direction of, a professional engineer or professional geologist licensed under RSA 310-A, and the report shall bear the seal of the professional responsible for the work.

Facility Compliance and Cost Reimbursement

The New Hampshire Petroleum Reimbursement Fund Program (Fund) provides financial assistance to qualified owners of petroleum storage facilities who incur costs for investigation and cleanup of contamination from the release of petroleum products. To qualify for Fund coverage, the facility must be in compliance with all applicable state and federal rules for petroleum storage facilities. Please refer to the enclosed Letter of Responsibility concerning private insurance coverage and Fund reimbursement. The Oil Fund Disbursement Board

Erik Paddleford
DES #199703032
March 13, 2009
Page 2 of 2

Guidance Manual: Policies, Procedures & Rules for Reimbursement will direct you through the Fund reimbursement process. This manual is available on our website at http://des.nh.gov/organization/divisions/waste/orcb/fms/prfp/documents/ofdb_manual.pdf.

To receive reimbursement from the Fund, all work must be pre-approved and conducted in accordance with the unit-based and project-based costs described in the above referenced guidance manual. Please direct your consultant to use the unit-based and project-based costs and work scope for a Level I Site Investigation to complete the required work. For additional assistance on the Fund reimbursement process and compliance status of your facility, please contact Joyce Bledsoe, P.G., Fund Manager at (603) 271-8740.

Please do not hesitate to contact me if you have any questions regarding this letter.

Sincerely,



Charles Berube, P.G.
Oil Remediation & Compliance Bureau
Tel: (603) 271-3644
Fax: (603) 271-2181
Email: Charles.Berube@des.nh.gov

Enclosure: Notice of Strict Liability

cc: Gary Lynn, P.E., ORCB
Pittsfield Health Officer
Weston Solutions, Inc.





150 Zachary Road
Manchester, New Hampshire 03109
www.atcassociates.com
603-647-7077
Fax 603-647-5347

July 13, 2011

Mr. David Reid, P.G.
Oil Remediation & Compliance Bureau
Waste Management Division
New Hampshire Department of Environmental Services
29 Hazen Drive
P.O. Box 95
Concord, New Hampshire 03302-0095

**Re: June 2011 Data Report
Pittsfield Patrol Shed #317
112 Barnstead Road
Pittsfield, New Hampshire
NHDES Site #199703032, LUST Project #21284**

Dear Mr. Reid:

On behalf of the New Hampshire Department of Transportation (NHDOT), ATC Associates Inc. (ATC) is providing the New Hampshire Department of Environmental Services (NHDES) with the June 2011 Data Submittal for the above referenced property. This letter summarizes the June 2011 groundwater monitoring activities performed at the Site in accordance with NHDES correspondence dated May 6, 2011. A copy of this correspondence is provided in Appendix A.

GROUNDWATER SAMPLING ACTIVITIES

On June 21, 2011, ATC personnel collected a groundwater sample from monitoring well MW09-4. As requested by the NHDES, the groundwater sample was analyzed for the NHDES Waste Management Division Full List of Analytes for Volatile Organics (without low-level ethylene dibromide or 1,4-dioxane). The groundwater sample was collected in accordance with the low-flow purging and sampling procedure detailed in United States Environmental Protection Agency (USEPA) Region I Low Stress (Low Flow) document entitled "Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells (SOP #GW0001, Rev. No. 2, July 30, 1996)."

Prior to sample collection, the monitoring well was gauged for water level elevation and the presence of non-aqueous phase liquid (NAPL). There was no visible/observed groundwater impacts (i.e., no visible sheen or NAPL) observed at the Site.

The groundwater analytical results for the June 2011 sampling event is presented in Table 1 and summarized below. Table 1 is a summary table and presents only the compounds detected in the groundwater. The complete groundwater analytical laboratory results are provided in Appendix B.

A handwritten signature in black ink, appearing to be the initials 'DR' or similar, located in the bottom right corner of the page.

**DES Waste Management Division
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095**

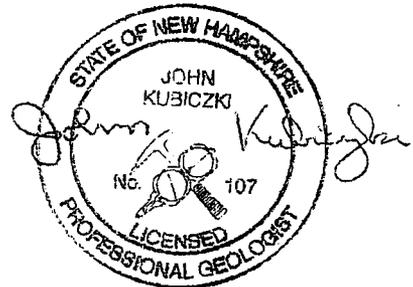
**June 2011 Data Report
Pittsfield Patrol Shed #317
112 Barnstead Road
Pittsfield, New Hampshire**

**NHDES Site #: 199703032
Project Type: LUST
Project Number: 21284**

Prepared For:
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, New Hampshire 03302
(603) 271-6370
Mr. Dale O'Connell, P.G.
DO'Connell@dot.state.nh.us

**John
Kubiczki**

Digitally signed by John
Kubiczki
DN: cn=John Kubiczki,
o=ATC Associates, Inc.,
ou, email=john.
kubiczki@atcassociate.
com, c=US
Date: 2011.07.13 09:25:38
-04'00'



Prepared By:
ATC Associates Inc.
150 Zachary Road
Manchester, New Hampshire 03109
(603) 647-7077
Mr. John Kubiczki, P.G.
John.kubiczki@atcassociates.com

July 13, 2011

CA

Table 1

Summary of Groundwater Analytical Results
 New Hampshire Department of Transportation
 Pittsfield Patrol Shed #317
 NHDES Sit #199703032, LUST Project #21284
 Pittsfield, New Hampshire

Sample ID	Sample Date	Acetone	Methyl Tertiary-Butyl Ether	Tertiary Butyl Alcohol
MW09-1	4-Jun-09	<10.0	<5.0	<30.0
	18-Jun-09	<10.0	<5.0	<30.0
	8-Dec-09	<10.0	<2.0	<20.0
	11-Jun-10	<10.0	<2.0	<20.0
	13-Dec-10	<10.0	<2.0	<20.0
MW09-2	4-Jun-09	<10.0	<5.0	<30.0
	18-Jun-09	<10	<5.0	<30
	8-Dec-09	<10	<2.0	<20
	11-Jun-10	<10	<2.0	<20
	13-Dec-10	<10	<2.0	<20
MW09-3	4-Jun-09	<10	<5.0	<30
	18-Jun-09	<10	<5.0	<30
	8-Dec-09	<10	<2.0	<20
	11-Jun-10	<10	<2.0	<20
	13-Dec-10	<10	<2.0	<20
MW09-4	4-Jun-09	34.2	141	89.4
	18-Jun-09	<10	77.9	40.2
	8-Dec-09	<10	38.3	<20
	11-Jun-10	<10	43.5	<20
	13-Dec-10	<10	<2.0	<20
NHDES AGQS ⁽¹⁾		<10	<5.0	<30
		6,000	13	40
NHDES GW-2 ⁽²⁾		NE	10,000	NE

NOTES:

< = Less than the laboratory's reporting limits. The values presented are the reporting limits.

(1) NHDES AGQS = New Hampshire Department of Environmental Services Ambient Groundwater Quality Standards taken from Table 600-1, adopted on July 22, 2008.

(2) NHDES GW-2 = New Hampshire Department of Environmental Services Vapor Intrusion Screening Levels taken from Table I, revised July 2011.

NE = Not Established

Bold values indicate compounds detected above the laboratory's reporting limit.

Shaded indicated that the constituent concentration exceeded the AGQS.



- No volatile organic compounds (VOC) were detected in groundwater above the laboratory's reporting limits during this sampling event.

SUMMARY AND CONCLUSIONS

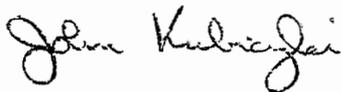
For the past two sampling events (December 2010 and June 2011), no VOC were detected in the groundwater samples collected from the Site. Based on the groundwater analytical results, no additional investigation or remedial activities are required.

RECOMMENDATIONS

ATC recommends that NHDOT request the NHDES to issue a Certificate of No Further Action for the Site.

If you have any questions, comments, or require any additional information, please contact me at (603) 647-7077, extension 1001 or by e-mail at john.kubiczki@atcassociates.com.

Sincerely,
ATC ASSOCIATES INC.



John Kubizcki, P.G.
Branch Manager

Table
Appendices

Cc: Dale O'Connell, P.G., New Hampshire Department of Transportation

APPENDIX A

NHDES Correspondence Dated May 6, 2011

9

John Kubiczki

From: Reid, David [David.Reid@des.nh.gov]
Sent: Friday, May 06, 2011 10:38 AM
To: john.kubiczki@atcassociates.com
Subject: DES #199703032, NHDOT PS 317, Pittsfield

John,

DES has reviewed the report titled December 2010 Data Report, prepared by ATC Associates Inc, dated January 26, 2011 regarding DES site #199703032, project #21284. DES concurs with your recommendation to conduct a sampling event at the site in June 2011. However, DES is requiring that this sampling event be limited to well MW09-4, only. Consequently, in June 2011, please sample this well for the DES Waste Management Division Full List of Analytes for VOCs. A data transmittal is due in this office by August 15, 2011.

This project is currently eligible for GREE Fund reimbursement. Please use DES unit-based and project-based to complete the work required herein.

Sincerely,
David Reid

David Reid, P.G.
New Hampshire Department of Environmental Services
Oil Remediation & Compliance Bureau
(603) 271-3431
David.Reid@des.nh.gov

This e-mail and any files transmitted with it are intended solely and exclusively for the use of the persons to whom they are addressed. The information contained in this electronic message and any attached files may be privileged, confidential or otherwise protected by law or regulation. Please notify me at (603) 271-3431 or reply to David.Reid@des.nh.gov if you believe you have received this e-mail accidentally or in error, and delete or destroy all copies of this electronic message and any attachment or printed copies.

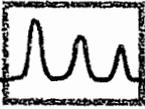
7/13/2011



APPENDIX B

**June 2011 Groundwater Analytical Results
(Eastern Analytical, Inc. ID: 100674)**





eastern analytical

professional laboratory services

John Kubiczki
ATC Associates, Inc. (NH)
150 Zachary Road
Manchester, NH 03109



Subject: Laboratory Report

Eastern Analytical, Inc. ID: 100674
Client Identification: NHDOT Patrol Shed 317, Pittsfield
Date Received: 6/22/2011

Dear Mr. Kubiczki:

Enclosed please find the laboratory report for the above identified project. All analyses were performed in accordance with our QA/QC Program. Unless otherwise stated, holding times, preservation techniques, container types, and sample conditions adhered to EPA Protocol. Samples which were collected by Eastern Analytical, Inc. (EAI) were collected in accordance with approved EPA procedures. Eastern Analytical, Inc. certifies that the enclosed test results meet all requirements of NELAP and other applicable state certifications. Please refer to our website at www.eailabs.com for a copy of our NELAP certificate and accredited parameters.

The following standard abbreviations and conventions apply to all EAI reports:

- Solid samples are reported on a dry weight basis, unless otherwise noted
- < : "less than" followed by the reporting limit
- > : "greater than" followed by the reporting limit
- %R : % Recovery

Eastern Analytical Inc. maintains certification in the following states: Connecticut (PH-0492), Maine (NH005), Massachusetts (M-NH005), New Hampshire/NELAP (1012), Rhode Island (269) and Vermont (VT1012).

The following information is contained within this report: Sample Conditions summary, Analytical Results/Data, Quality Control data (if requested) and copies of the Chain of Custody. This report may not be reproduced except in full, without the the written approval of the laboratory.

If you have any questions regarding the results contained within, please feel free to directly contact me or the chemist(s) who performed the testing in question. Unless otherwise requested, we will dispose of the sample(s) 30 days from the sample receipt date.

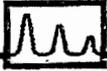
We appreciate this opportunity to be of service and look forward to your continued patronage.

Sincerely,


Lorraine Olashaw, Lab Director

6-30-11
Date

4
of pages (excluding cover letter)



SAMPLE CONDITIONS PAGE

EAI ID#: 100674

Client: ATC Associates, Inc. (NH)

Client Designation: NHDOT Patrol Shed 317, Pittsfield

Temperature upon receipt (°C): 5.2

Received on ice or cold packs (Yes/No): Y

Acceptable temperature range (°C): 0-6

Lab ID	Sample ID	Date Received	Date Sampled	Sample Matrix	% Dry Weight	Exceptions/Comments (other than thermal preservation)
100674.01	MW09-4	6/22/11	6/21/11	aqueous		Adheres to Sample Acceptance Policy

Samples were properly preserved and the pH measured when applicable unless otherwise noted. Analysis of solids for pH, Flashpoint, Ignitibility, Paint Filter, Corrosivity, Conductivity and Specific Gravity are reported on an "as received" basis.

All results contained in this report relate only to the above listed samples.

References include:

- 1) EPA 600/4-79-020, 1983
- 2) Standard Methods for Examination of Water and Wastewater : Inorganics, 19th Edition, 1995; Microbiology, 20th Edition, 1998
- 3) Test Methods for Evaluating Solid Waste SW 846 3rd Edition including updates IVA and IVB
- 4) Hach Water Analysis Handbook, 2nd edition, 1992

eastern analytical, inc.

www.eailabs.com

Phone: (603) 228-0525



LABORATORY REPORT

EAI ID#: 100674

Client: ATC Associates, Inc. (NH)

Client Designation: NHDOT Patrol Shed 317, Pittsfield

Sample ID: MW09-4

Lab Sample ID: 100674.01

Matrix: aqueous

Date Sampled: 6/21/11

Date Received: 6/22/11

Units: ug/l

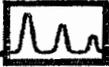
Date of Analysis: 6/23/11

Analyst: BAM

Method: 8260B

Dilution Factor: 1

Dichlorodifluoromethane	< 5
Chloromethane	< 2
Vinyl chloride	< 2
Bromomethane	< 2
Chloroethane	< 5
Trichlorofluoromethane	< 5
Diethyl Ether	< 5
Acetone	< 10
1,1-Dichloroethene	< 1
tert-Butyl Alcohol (TBA)	< 30
Methylene chloride	< 5
Carbon disulfide	< 5
Methyl-t-butyl ether(MTBE)	< 5
Ethyl-t-butyl ether(ETBE)	< 5
Isopropyl ether(DIPE)	< 5
tert-amyl methyl ether(TAME)	< 5
trans-1,2-Dichloroethene	< 2
1,1-Dichloroethane	< 2
2,2-Dichloropropane	< 2
cis-1,2-Dichloroethene	< 2
2-Butanone(MEK)	< 10
Bromochloromethane	< 2
Tetrahydrofuran(THF)	< 10
Chloroform	< 2
1,1,1-Trichloroethane	< 2
Carbon tetrachloride	< 2
1,1-Dichloropropene	< 2
Benzene	< 1
1,2-Dichloroethane	< 2
Trichloroethene	< 2
1,2-Dichloropropane	< 2
Dibromomethane	< 2
Bromodichloromethane	< 0.5
1,4-Dioxane	< 50
4-Methyl-2-pentanone(MIBK)	< 10
cis-1,3-Dichloropropene	< 2
Toluene	< 1
trans-1,3-Dichloropropene	< 2
1,1,2-Trichloroethane	< 2
2-Hexanone	< 10
Tetrachloroethene	< 2
1,3-Dichloropropane	< 2
Dibromochloromethane	< 2
1,2-Dibromoethane(EDB)	< 2
Chlorobenzene	< 2
1,1,1,2-Tetrachloroethane	< 2



LABORATORY REPORT

EAI ID#: 100674

Client: ATC Associates, Inc. (NH)

Client Designation: NHDOT Patrol Shed 317, Pittsfield

Sample ID: MW09-4

Lab Sample ID: 100674.01

Matrix: aqueous

Date Sampled: 6/21/11

Date Received: 6/22/11

Units: ug/l

Date of Analysis: 6/23/11

Analyst: BAM

Method: 8260B

Dilution Factor: 1

Ethylbenzene	< 1
mp-Xylene	< 1
o-Xylene	< 1
Styrene	< 1
Bromoform	< 2
IsoPropylbenzene	< 1
Bromobenzene	< 2
1,1,2,2-Tetrachloroethane	< 2
1,2,3-Trichloropropane	< 2
n-Propylbenzene	< 1
2-Chlorotoluene	< 2
4-Chlorotoluene	< 2
1,3,5-Trimethylbenzene	< 1
tert-Butylbenzene	< 1
1,2,4-Trimethylbenzene	< 1
sec-Butylbenzene	< 1
1,3-Dichlorobenzene	< 1
p-Isopropyltoluene	< 1
1,4-Dichlorobenzene	< 1
1,2-Dichlorobenzene	< 1
n-Butylbenzene	< 1
1,2-Dibromo-3-chloropropane	< 2
1,3,5-Trichlorobenzene	< 1
1,2,4-Trichlorobenzene	< 1
Hexachlorobutadiene	< 0.5
Naphthalene	< 5
1,2,3-Trichlorobenzene	< 1
4-Bromofluorobenzene (sum)	98 %R
1,2-Dichlorobenzene-d4 (sum)	100 %R
Toluene-d8 (sum)	99 %R

Handwritten mark



182 Zephyr Blvd.
Merrimack, NH 03001
Tel: 603-271-1100
Fax: 603-271-1101

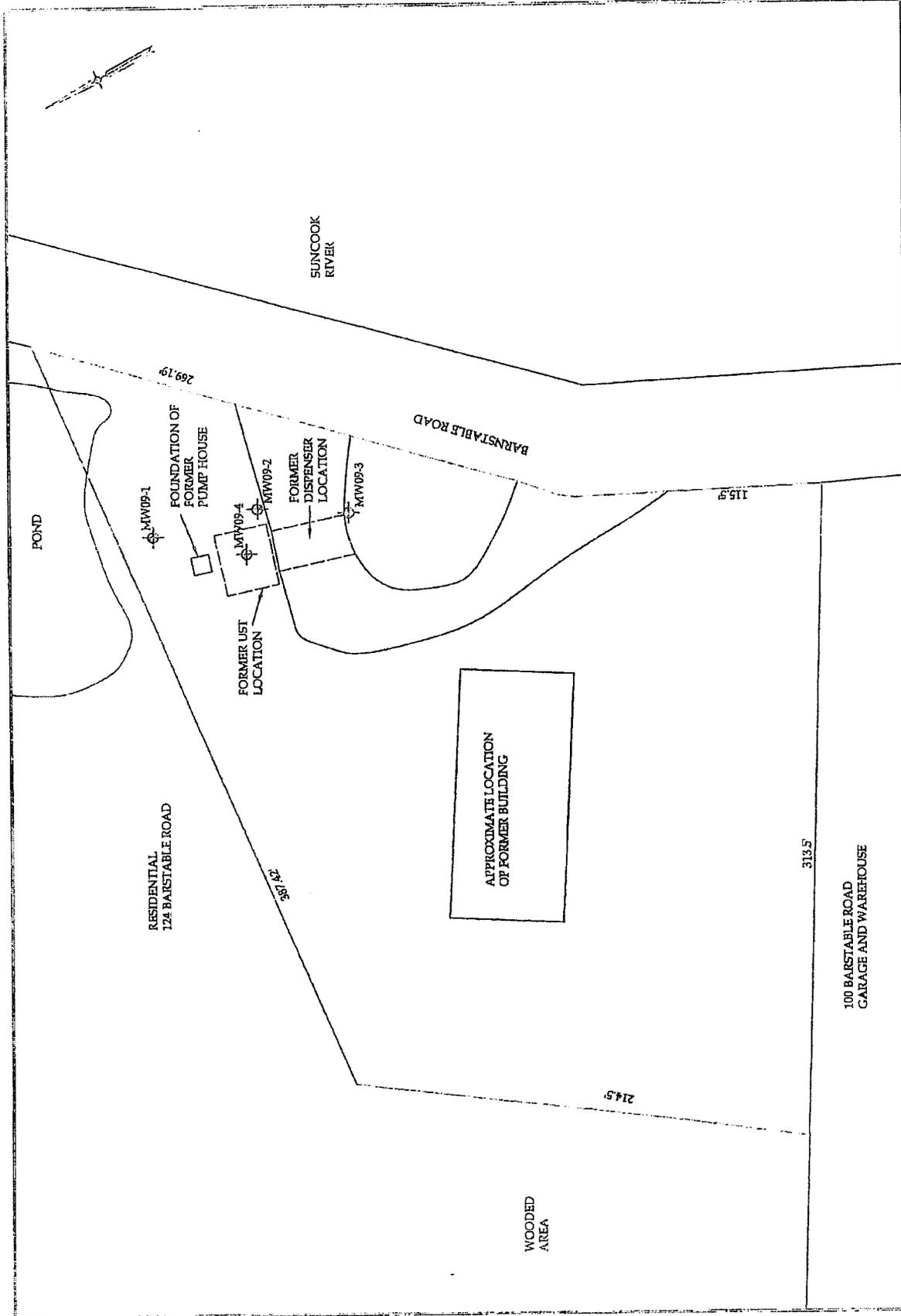
PROJECT NUMBER: 89-25748(014) TASK 3	PICTURE NUMBER: 2
SCALE: 1" = 60'	CHECKED BY: JK
DRAWN BY: AMK	REVISED BY: AMK
DRAWING FILE: PITTSFIELD TASK 3	

SITE PLAN

NHDOT PATROL SHED #317
112 BARNSTEAD ROAD
PITTSFIELD, NH

LEGEND:

MW09-1
MONITORING WELL LOCATION



100 BARNSTABLE ROAD
GARAGE AND WAREHOUSE

RESIDENTIAL
124 BARNSTABLE ROAD

APPROXIMATE LOCATION
OF FORMER BUILDING

WOODED
AREA

SUNCOOK
RIVER

POND

BARNSTABLE ROAD

269'19"

115'9"

FORMER USE
LOCATION

MW09-1

MW09-4

MW09-2

MW09-3

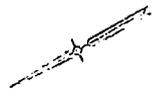
FOUNDATION OF
FORMER
PUMP HOUSE

FORMER
DISPENSER
LOCATION

98'8"

214'5"

313'5"



Reid, David

From: Reid, David
Sent: Friday, May 06, 2011 10:38 AM
To: 'john.kubiczki@atcassociates.com'
Subject: DES #199703032, NHDOT PS 317, Pittsfield

John,

DES has reviewed the report titled December 2010 Data Report, prepared by ATC Associates Inc, dated January 26, 2011 regarding DES site #199703032, project #21284. DES concurs with your recommendation to conduct a sampling event at the site in June 2011. However, DES is requiring that this sampling event be limited to well MW09-4, only. Consequently, in June 2011, please sample this well for the DES Waste Management Division Full List of Analytes for VOCs. A data transmittal is due in this office by August 15, 2011.

This project is currently eligible for GREE Fund reimbursement. Please use DES unit-based and project-based to complete the work required herein.

Sincerely,
David Reid

David Reid, P.G.
New Hampshire Department of Environmental Services
Oil Remediation & Compliance Bureau
(603) 271-3431
David.Reid@des.nh.gov

This e-mail and any files transmitted with it are intended solely and exclusively for the use of the persons to whom they are addressed. The information contained in this electronic message and any attached files may be privileged, confidential or otherwise protected by law or regulation. Please notify me at (603) 271-3431 or reply to David.Reid@des.nh.gov if you believe you have received this e-mail accidentally or in error, and delete or destroy all copies of this electronic message and any attachment or printed copies.



5/6/2011



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 13, 2009

Erik Paddleford
NHDOT
7 Hazen Drive
Concord, NH 03302

Notice of Strict Liability Under RSA 146-A

Subject Site: Pittsfield – NHDOT PS # 317, 112 Barnstead Road
DES Site #199703032, LUST Project #21284

Dear Mr. Paddleford:

Please be advised that New Hampshire Department of Environmental Services (DES) personnel have determined you are a *strictly liable party* under state statute RSA 146-A:3-a., with respect to the discharge of "oil" that was discovered on September 18, 2008 at the subject site. DES personnel have, or will, provide specific instruction for performing corrective action.

As you may know, a state fund administered by the Oil Fund Disbursement Board (Board) may be available for corrective action cost reimbursement, but you must file a claim with your private insurance carrier *first*. When filing your private insurance claim, you must specifically request if coverage is available for any corrective action costs you may incur, for (1) *damages to land you own, i.e., "first-party coverage,"* and (2) *damages to waters of the state and/or abutting landowners, i.e., "third-party liability coverage."* If you do not have *any* private insurance policy in force, you must provide a notarized letter stating so. The state fund is only available as excess coverage.

Under New Hampshire law, oil discharge impacts to water are deemed to be "damages to the state." The Board presumes such damages are covered under (most) standard homeowner's insurance policies, issued under Insurance Services Office guidelines, which include so-called "Section II – Liability Coverage" provisions. However, if your private insurer (1) is non-responsive to a request for a first-party or third-party coverage determination, (2) will not automatically provide third-party liability coverage, or (3) will not certify that such coverage is not available under its policy, the Board may still reimburse the corrective action costs. In such cases, a waiver of Board rules will be required to receive reimbursement, and the Board will reserve its rights to take legal action against the insurer to recover reimbursed costs.

You may call program staff at (603) 271-8740 for specific details on the Fund reimbursement process and submitting a claim. The Board *Guidance Manual: Policies, Procedures & Rules for Reimbursement* will direct you through the Fund reimbursement process. This manual is available on our web site at http://des.nh.gov/organization/divisions/waste/orcb/fms/prfp/documents/ofdb_manual.pdf.

Erik Paddleford
DES #199703032
March 13, 2009
Page 2 of 2

If you have not filed an insurance claim with your insurance company, please do so immediately to determine the policy coverage limits as stated above.

If your insurance company does not provide a timely response to your claim, do not delay in making arrangement to start the requested work. If you have any questions, please contact me immediately.

Sincerely,



Charles Berube, P.G.
Oil Remediation and Compliance Bureau
Tel: (603) 271-3644
Fax: (603) 271-2181
Email: Charles.Berube@des.nh.gov

cc: Pittsfield Health Officer
Weston Solutions, Inc.



Site Owner and Contact: State of New Hampshire / Mark Morrill, 603.524.6667

Area of Property: Approximately 2.4 acres

Property Description: Since purchased by NHDOT in 1952 from Samuel T. Holmgren (Merrimack County Registry of Deeds Book 720/Page 72), the Site had served as the highway maintenance operations base for Patrol Shed 317. The facilities supported maintenance activities including snow plowing, light truck maintenance, vehicle fueling and equipment storage (e.g. guardrails, fence posts, signage, etc). It is unknown what occupied the Site prior to the purchase by the NHDOT.

The facility's lot is approximately 2.4 acres in area and bounded to the east by Barnstead Road; to the northwest and north by Carle and Valerie Anderson's property and to the southwest by Peter Osborne's property. According to the United States Geological Survey (USGS) Quadrangle Map, the property is at approximately 503 feet above sea level with little to no elevation change across the lot.

According to NHDOT District 3 personnel, the main building was constructed in approximately 1940 with a cold patch material floor. Additional building structures on the property included a fueling station (e.g. tanks, pad, etc). The Site obtained drinking water from an on-Site water supply well. The Site previously disposed of sanitary waste using a private septic system, which has since been demolished.

The UST were removed from the Site on September 19, 2008. The patrol shed building was demolished in December of 2008. The property is currently vacant and there are no buildings located on-Site.

Historic Use Summary: The following table summarizes the findings of the research pertaining to historical property and surrounding area uses.

Period	Identified Historical Uses		Source(s)	Intervals/Comments
	Property	Surrounding Area		
Prior to 1940	Undeveloped Wooded Land	Undeveloped Wooded Land	Historical Topographical Map (1919).	Data Gaps: Prior to 1919 and 1920 to 1940.
1940-1960	Occupied by NHDOT since at least 1952.	Undeveloped Wooded Land and commercial and/or residential properties.	Historical Topographical Map (1957).	Data Gap: 1940 to 1956.
1961-1980	Occupied by NHDOT.	Undeveloped Wooded Land and commercial and/or residential properties.	Aerial Photographs (1974 and 1977)	Data Gap: 1961 to 1973
1981 to present	Occupied by NHDOT.	Undeveloped Wooded Land and commercial and/or residential properties.	Aerial Photographs (1985, 1992, 1998, and 2006), Historical Topographical Map (1987), City Directories (1998) Local Review	No Comment

EXCLUSIVE LISTING AGREEMENT
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 New Hampshire, Department of Transportation ("SELLER"), hereby gives the undersigned Locke Associates, Inc. ("FIRM"), on this date, November 24, 2014, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at Map R15, Lot 28 Barnstead Rd. Pittsfield, NH 03263 owned by SELLER consisting of 2.4+ acres and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book _____ Page _____ ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$60,000 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 6% of the contract price or 1/4 of the lease amount or _____

2. THIS AGREEMENT SHALL BE IN EFFECT from 11/24/14, through 11/24/15 Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or TBD

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

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains

If SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

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.

SELLER _____ DATE 11/25/14
 SELLER _____ DATE _____

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

SELLER _____ DATE _____
 SELLER _____ DATE _____

Not applicable – FIRM does not practice dual agency

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. 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 is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

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

(a) Cooperate with licensees from other firms who accept FIRM'S offer of 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 <u>2.5</u> % commission of the contract price or <u>3%</u> to coop agency	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>2.5</u> % commission of the contract price or <u>3%</u> to coop agency	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

Handwritten signature

EXCLUSIVE LISTING AGREEMENT
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COOPERATION WITH OTHER BROKERS – SELLER authorizes the following forms of cooperation. (continued)

(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.

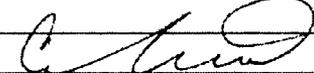
8. SPECIAL CONDITIONS – SELLER agrees.

<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	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 checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> Agents other than SELLER'S broker and <input checked="" 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

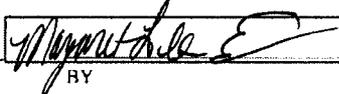
8. ADDITIONAL PROVISIONS

All offers are subject to the following conditions:
 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. If one of these entities were to purchase this parcel, the transaction will be handled by the Department of Transportation and no commission will be paid to the realtor.
 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 \$1,100.00 at closing.

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.

	11/25/14		
SELLER	DATE	SELLER	DATE

Hazen Drive, Concord, NH 03301							
ADDRESS	CITY	STATE	ZIP	ADDRESS	CITY	STATE	ZIP

Locke Associates, Inc.		President	11/25/14
FIRM	BY	TITLE	DATE

PO Box 5, Pittsfield, NH 03263			
ADDRESS	CITY	STATE	ZIP