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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
June 26, 2018

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to sell a 15 +/- acre parcel of State owned land improved with a single-family residence located at 51 Bigelow Hill Road in the Town of Troy to Billie Kirker for \$125,000.00 plus a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, further authorize the Department of Transportation to compensate HG Johnson Real Estate from the proceeds of the subject sale in the amount of \$2,500.00 (2%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$122,500.00 (\$125,000.00 - \$2,500.00 = \$122,500.00). 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 2019</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2019</u>
Sale of Parcel	\$122,500.00
(100% of \$122,500.00)	
(Estimated amount, actual will be based on Closing Statement)	

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land improved with a single family residence located at 51 Bigelow Hill Road in the Town of Troy.

This property was acquired in 2000 for the proposed Troy Bypass project (Troy NHS-T-F-013(035), 10434. In 2016, the Department dissolved this Bypass project and is pursuing the disposal of some of the parcel acquired for this Bypass project.

The need for the 15 +/- acre parcel and improvement has been reviewed by the Department and has been determined to be 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 February 21, 2018, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with HG Johnson Real Estate to sell the above property for \$125,000.00. 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 February 21, 2018 meeting to compensate HG Johnson Real Estate a 5% commission for the sale of this property (only 2% commission if sold to the current tenant).

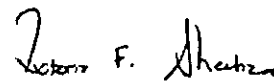
HG Johnson Real Estate marketed the subject property and brought all offers to the Department for consideration. On June 22, 2018, the Department entered into a Purchase and Sale Agreement with Billie Kirker (the current tenant) for \$125,000.00 plus a \$1,100.00 Administrative Fee.

In accordance with RSA 4:39-c, the Town of Troy 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 they did not express an interest in purchasing the property.

Authorization is respectfully requested to sell the above-described 15 +/- acre parcel of land to Billie Kirker for \$125,000.00, plus a \$1,100.00 Administrative Fee. The Department has also agreed as part of the sale to pay a commission of \$2,500.00 (2%) from the proceeds to HG Johnson Real Estate. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees and recording fees are anticipated as part of the closing.

Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,



Victoria F Sheehan
Commissioner

VFS/PJM/pfc
Attachments



LRCP 18-006

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

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

State of New Hampshire

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

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

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

FEB 26 2018

RECEIVED

February 22, 2018

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 February 21, 2018, 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 HG Johnson Real Estate for the sale of a 15 +/- acre parcel of State owned land improved with a single family residence located at 51 Bigelow Hill Road in the Town of Troy for \$125,000, 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 January 16, 2018.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment



New Hampshire Housing

Bringing You Home

April 2, 2018

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

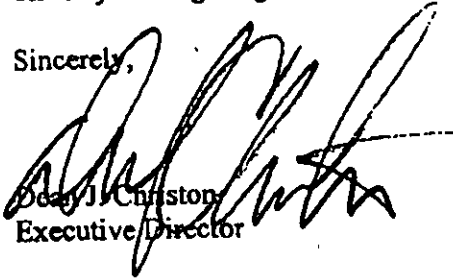
RE: Troy Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Troy, Parcel 57, described in your letter of March 5, 2018.

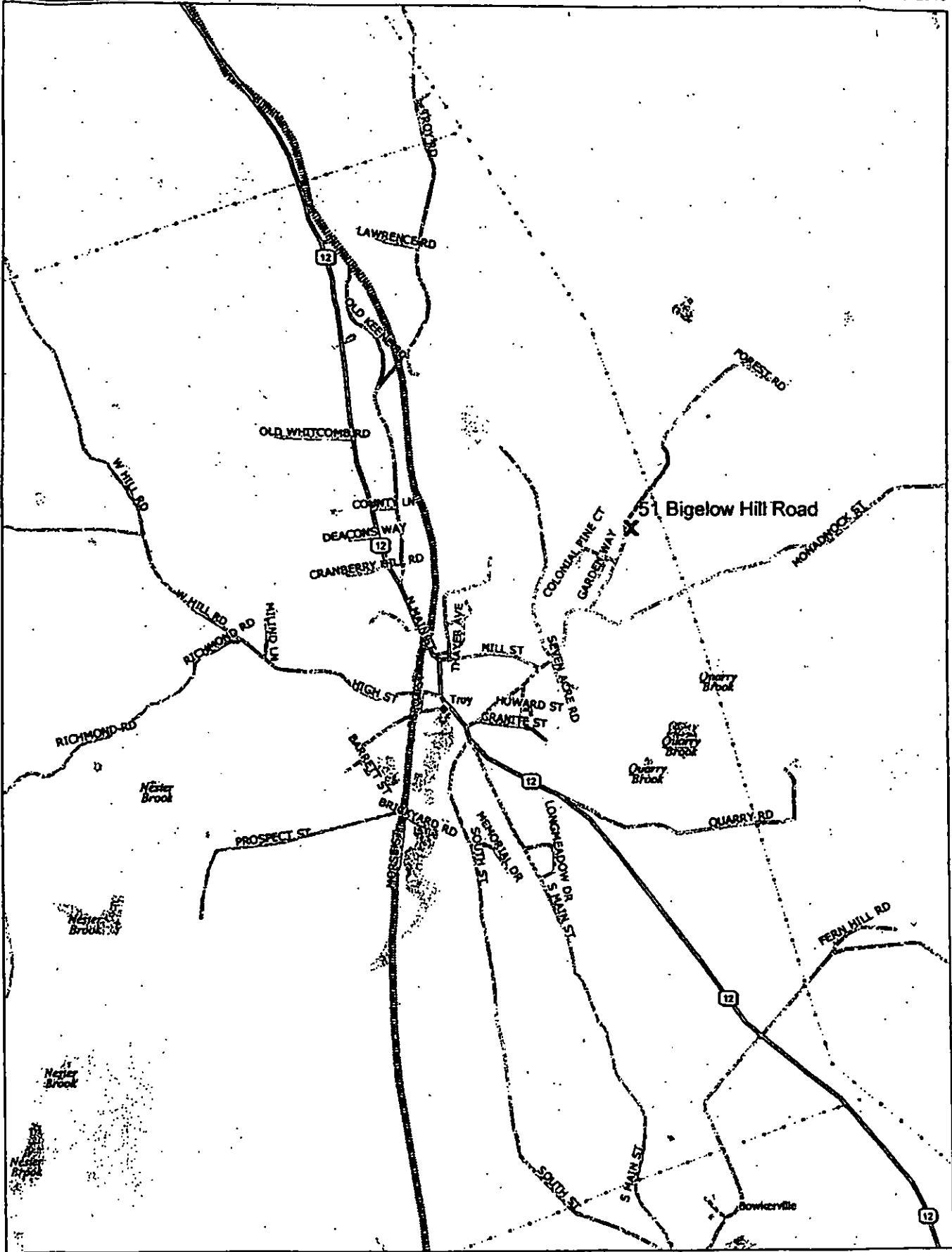
Thank you for giving us the opportunity to review this parcel.

Sincerely,

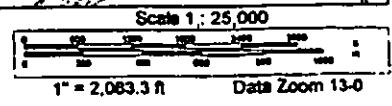
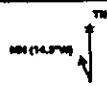


Doug J. Christon
Executive Director

DJC:clp
Attachments

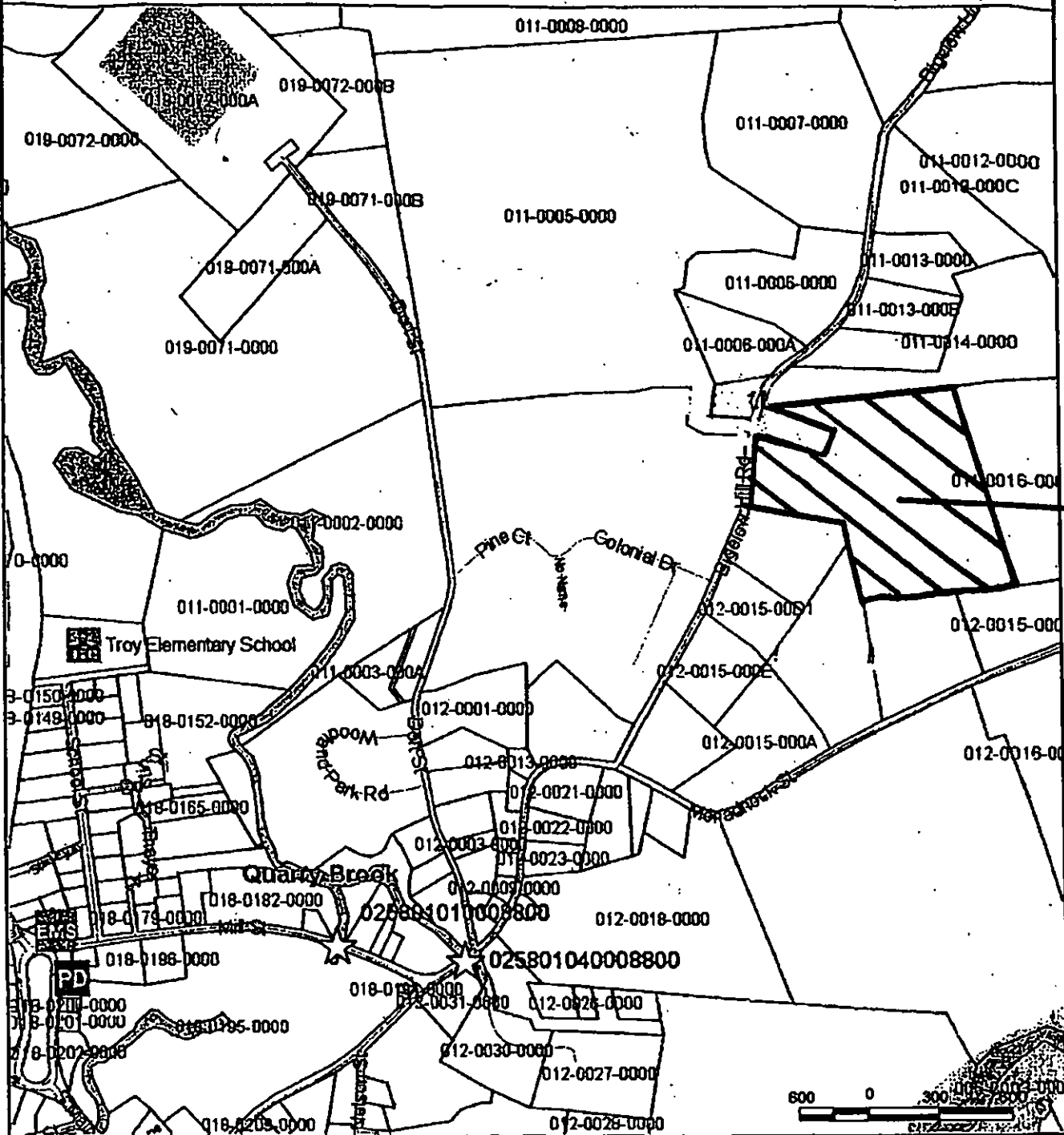


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 www.delorme.com



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



51
Bigelow
Hill Road



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.

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 April, 2018 between
State of NH

_____, _____ ("SELLER") of 7 Hazen Drive
City/Town Concord, State NH Zip 03302
and Ms Billy Kirker

_____, _____ ("BUYER") of 51 Bigelow Hill Road
City/Town Troy, State NH Zip _____

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Troy located at 51 Bigelow Hill Road

County Cheshire Book 2526 Page 262 Date _____ ("PROPERTY").

3. The SELLING PRICE is One Hundred Twenty-Five Thousand Dollars \$125,000.00.
A DEPOSIT in the form of check is to be held in an escrow account by HG Johnson Real Estate ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$500.00. BUYER agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered on or before _____. 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 \$124,500.00.

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 June 30, 2018 at Cheshire county registry of deeds 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: n/a

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:

HG Johnson of HG Johnson Real Estate
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 \$5,000.00.

SELLER(S) INITIALS MS, 6/22/18 BUYER(S) INITIALS BY

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

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

At Closing

11. **PROPERTY INCLUDED:** All Fixtures AS-IS

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

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

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

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 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>21</u> days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> 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>21</u> days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

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

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

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

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

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS CK / _____

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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.
BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING
HERE: _____

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:68	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 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 \$115,000.00 TERM/YEARS 30 RATE _____ MORTGAGE TYPE conventional
market rate

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

SELLER(S) INITIALS CM, 6/22/18 BUYER(S) INITIALS BK

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

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

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

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 5 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 May 18, 2018 ("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 CHS, 6/22/18 BUYER(S) INITIALS BK

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19. ADDITIONAL PROVISIONS:

It is understood that the buyer is responsible at closing an additional fee of \$1,100.00 for administrative costs.
The property is first being offered to agencies, right of first refusal to Town of Troy, New Hampshire, Housing
Finance Authority.
Sale is subject to approval of Governor and Executive Council!

20. ADDENDA ATTACHED: Yes No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

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

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

BUYER
 Ms Billy Kirker
 51 Bigelow Hill Road
 MAILING ADDRESS

DATE/TIME

BUYER

DATE/TIME

Billy Kirker

6-14-18
 4:35 p.m.

Troy NH
 CITY STATE ZIP

CITY STATE ZIP

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

SELLER
 State of NH
 7 Hazen Drive
 MAILING ADDRESS

DATE/TIME

SELLER

DATE/TIME

4/24/18

Concord NH 03302
 CITY STATE ZIP

CITY STATE ZIP

EXCLUSIVE LISTING AGREEMENT

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequalled Exclusive Right to Sell agreement between the Seller and the undersigned Firm



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns) State of NH Bureau of Right of Way, The State of NH Department of Trans. ("SELLER"), hereby gives the undersigned ("FIRM"), on this date, March 15, 2018 in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 3 Below Hill Rd, Troy, NH 03465-2106 owned by SELLER consisting of 2.5 ACRES Land & Buildings and including any other property, real or personal, subsequently added thereto, recorded in the Cheshire County Registry of Deeds in Book 2826 Page 292 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$125,000.00 on the terms herein stated or at any other price and terms to which SELLER may authorize or consent if, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree. Then SELLER agrees to pay FIRM a commission of 5.000% of the contract price or _____ of the lease amount or _____

2. THIS AGREEMENT SHALL BE IN EFFECT from March 15, 2018 through March 15, 2019. 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 N/A.

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, showing SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

SELLER DATE 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.

6. 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>2.000</u> % commission of the contract price or _____	<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>2.000</u> % commission of the contract price or _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

CAS *[Signature]*

EXCLUSIVE LISTING AGREEMENT

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequalled Exclusive Right To Sell, based between the Seller and the undersigned Firm.



(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."
 (e) None of the Above. If this box is checked, property cannot be placed in MLS.

8. SPECIAL CONDITIONS - SELLER agrees

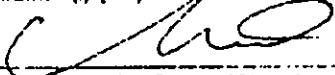
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	A key to the building will be on file with FIRM.
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Lock box may be placed on the property.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	FIRM must be present for all showings.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Property address may be displayed on public websites.
<input type="checkbox"/>	Yes	<input checked="" 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 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 agents other than SELLER'S broker and members of the public.
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by agents other than SELLER'S broker and members of the public.
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
<input type="checkbox"/>	Yes	<input 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.

9. ADDITIONAL PROVISIONS

All offers are subject to the following conditions:

- 1) First right of refusal to purchase the property by the Town of Troy and the New Hampshire Housing Finance Authority. If one of those entities were to purchase the parcel, the transaction will be handled by the Dept 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, at closing.
- If 51 Bigelow Hill Rd is sold to the current tenant the realtor will be paid a 2% commission at closing.

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

 3/21/18
 SELLER State of NH Bureau of Right of Way, The DATE SELLER DATE
 7 Hazen Dr ADDRESS ADDRESS
 Concord NH 03301-6502 CITY STATE ZIP
 City STATE ZIP
 HG Johnson Real Estate, Swanzey, NH 03446 FIRM BY H Gregory Johnson Principal Broker TITLE 3/27/18 03/16/2018 DATE
 PO Box 10234 ADDRESS Swanzey NH 03446 CITY STATE ZIP