



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



181 SR

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Right-of-Way
May 21, 2014

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell an 0.89 +/- of an acre parcel of State owned land improved with a single-family residence located at 4 Williston Road in the Town of Salem to Caitlin O'Keefe for three hundred forty-two thousand (\$342,000.00) 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 Prudential Verani Realty (Berkshire Hathaway HomeServices Verani Realty) from the proceeds of the subject sale in the amount of seventeen thousand one hundred (\$17,100.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$324,900.00 (\$342,000.00 - \$17,100.00). It has been determined by the Division of Finance that this parcel was originally purchased with 88% Federal Funds and 12% Highway Funds.

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

Table with 2 columns: Description and Amount. Rows include Administrative Fee (\$1,100.00), Sale of Parcel (\$38,988.00), and Consolidated Federal Aid (\$285,912.00).

EXPLANATION

The Department of Transportation wishes to sell this parcel of State-owned land improved with a single-family residence located at 4 Williston Road in the Town of Salem.

This property was acquired in 2005 at the request of the owner due to its proximity to the Salem - Manchester, IM-IR-0931(174), 10418C project which is widening Interstate 93 through the area.

The need for the eighty-nine hundredths (0.89) of an acre parcel with improvement has been reviewed by the Department, which has determined that the subject parcel and improvement are 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 November 20, 2013, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Prudential Verani Realty to sell the above property for three hundred eighty thousand (\$380,000.00) 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 20, 2013 meeting to compensate Prudential Verani Realty a 5% commission for the sale of this property.

Prudential Verani Realty marketed the subject property and brought all offers to the Department for consideration. On April 23, 2014, the Department entered into a Purchase and Sale Agreement with Caitlin O'Keefe for three hundred forty-two thousand (\$342,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

In accordance with RSA 4:39-c, the Town of Salem has been offered this property at the approved purchase price and responded to the Department that they are not interested 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 0.89 +/- of an acre parcel of land to Caitlin O'Keefe for three hundred forty-two thousand (\$342,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed to pay a commission of seventeen thousand one hundred (\$17,100.00) dollars (5%) from the proceeds to Prudential Verani Realty. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees and recording fees are anticipated as part of the closing.

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

Respectfully,



Christopher D. Clement, Sr.
Commissioner

CDC/PJM/dd
Attachments

NOV 26 2013

RECEIVED



LRCP 13-051

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

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

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

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

November 22, 2013

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

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 20, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.89 +/- acre parcel of State owned land improved with a single family residence located at 4 Williston Road in the Town of Salem for \$380,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

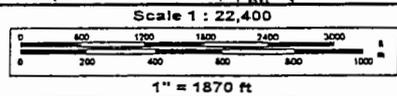
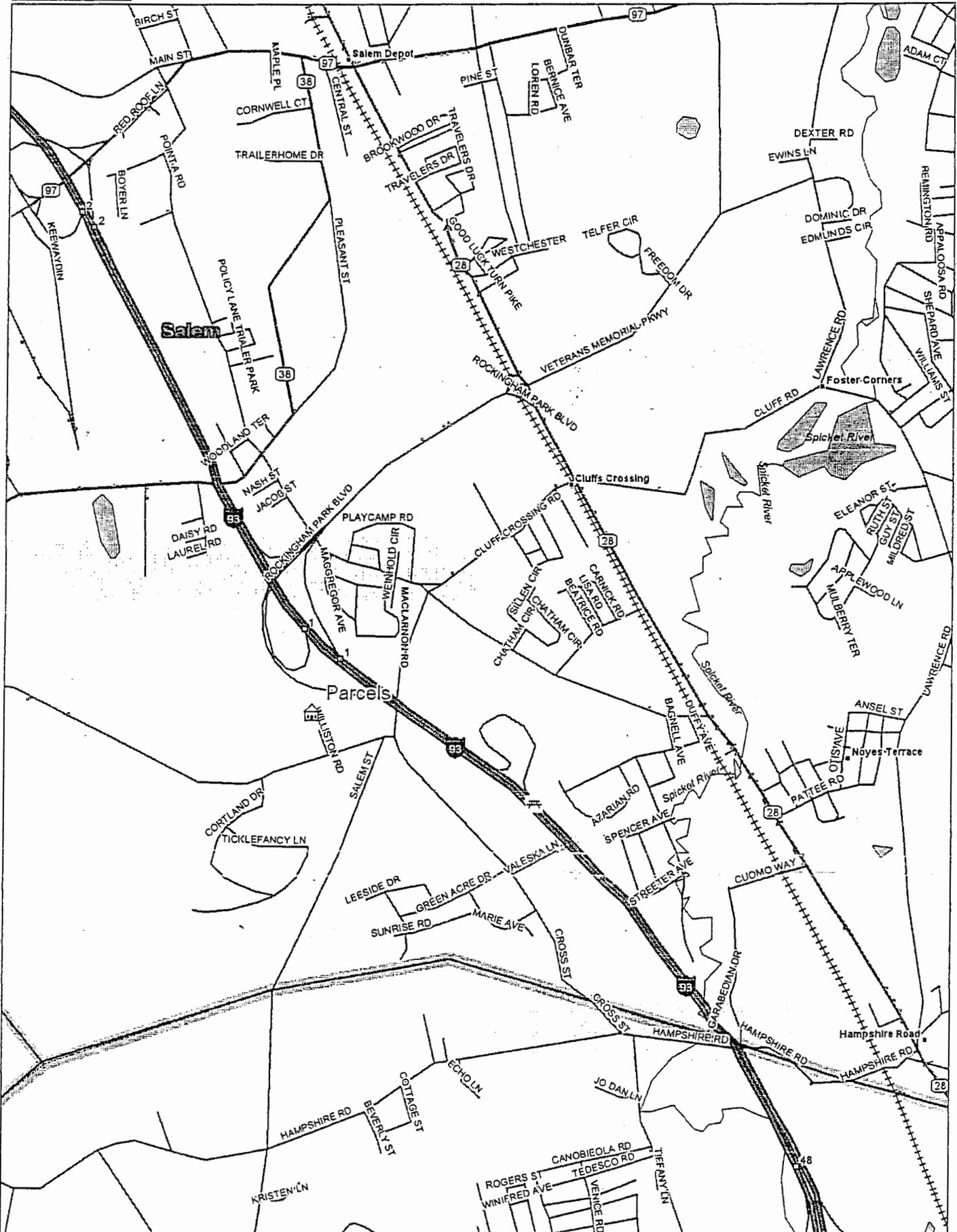
Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment

4 Williston Road

DE LORME

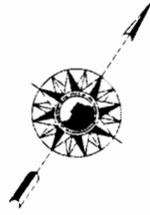
Street Atlas USA © 2003



LEGEND

-  Travel Way of Proposed Roadway
-  Shoulder of Proposed Roadway
-  Proposed Raised Traffic Islands
-  Proposed Painted Island
-  Access Points to Proposed Roadway (Drives, etc.)
-  Approximate Limit of Slope Work and Landscaping
-  Proposed Sidewalks
-  Existing Precast (Roadways, Drives, etc.)
-  Existing Wetland
-  Water (Rivers, Streams, Lakes, etc.)
-  Buildings
-  Property Lines
-  State, County, City and Town Lines
-  Existing Easement Lines
-  Proposed Easement Lines
-  Existing R.O.W. (Right-of-Way)
-  Proposed R.O.W. (Controlled Access)
-  Proposed C.A.R.O.W. (Controlled Access)
-  Existing L.A.R.O.W. (Limited Access)
-  Proposed L.A.R.O.W. (Limited Access)

New Hampshire Department of Transportation
 Highway Design Services

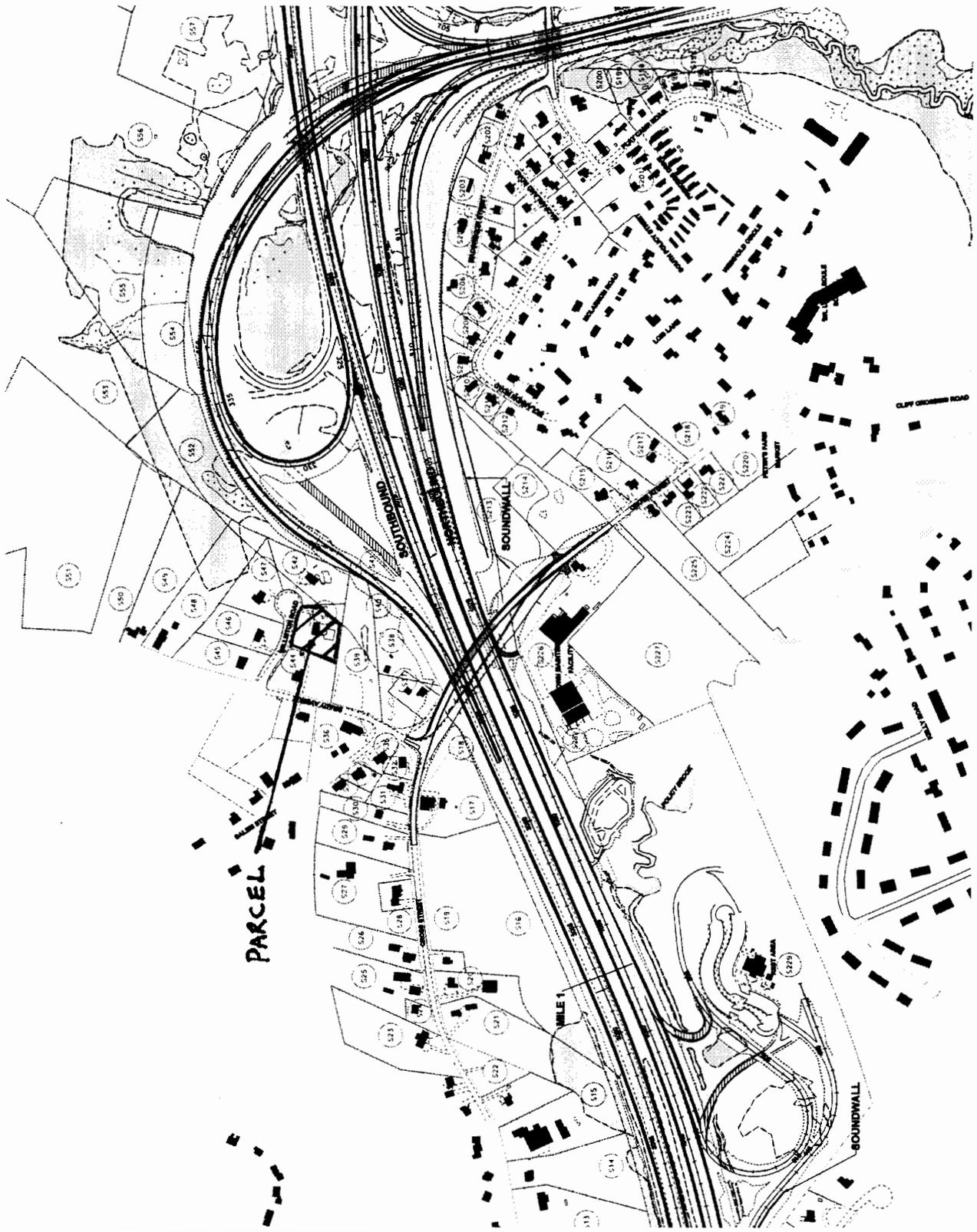


NHDOT I 93 IMPROVEMENTS
 FINAL CONFIGURATION
 OVERALL CORRIDOR



Updated July 25, 2011 Page 3

I:\22171714\DOT_M\In\Unissued\FCIS\Plans\1117_OVERALL_CORR_SHEET31-5.dwg





TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2120 · FAX: (603) 890-2220

OFFICE OF THE TOWN MANAGER

Keith R. Hickey
Town Manager

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

DEC 13 2013

RECEIVED

December 10, 2013

Mr. Charles R. Schmidt, P.E.
Administrator
State of 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: Sale of State Owned Land in Salem

Dear Mr. Schmidt:

The Town of Salem is in receipt of your letter regarding two properties available for purchase by the Town located at 4 & 5 Williston Road in Salem. Thank you for allowing the Town an opportunity to consider this matter. I reviewed your offer with the Board of Selectmen at their meeting of December 9, 2013. At this time, the Town has no interest in purchasing the property. Accordingly, please feel free to offer the property to the general public.

Sincerely,

Keith R. Hickey
Town Manager

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 23rd day of April, 2014 between Department of Transportation (“SELLER”) of PO Box 483, 7 Hazen Drive, Concord, NH 03302 and Caitlin O’Keefe (“BUYER”) of 14 Samoset Drive, Salem, NH 03079

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Salem located at 4 Williston Rd, Salem, NH 03079. County Rockingham Book 4443 Page 1017 Date (“PROPERTY”).

3. The SELLING PRICE is Three Hundred and Forty Two Thousand Dollars \$342,000.00. A DEPOSIT in the form of Personal Check is to be held in an escrow account by BHHS Verani Salem (“ESCROW AGENT”). BUYER [] has delivered, or [X] will deliver to the ESCROW AGENT’s FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 1,000.00. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ 2,000.00 will be delivered on or before 05/07/2014. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier’s or trust account check, in the amount of \$339,000.00.

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

5. TRANSFER OF TITLE: On or before 07/15/2014 at To be determined or some other place of mutual consent as agreed to in writing.

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

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER’s real estate FIRM within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: Ellen Grant of Keller Williams Realty Nashua is a [] seller agent [X] buyer agent [] facilitator [] disclosed dual agent*. Robin Chater of BHHS Verani is a [X] 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 \$ 0.00

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...
10. TAXES, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures As seen, Per mls

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.

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.

Disclosure Required [] YES [X] NO

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

Signature and timestamp: 04/27/14 9:38AM EDT

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.

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, and other inspections.

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 deposits will be

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

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



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:

- a. Restrictive Covenants of Record [X] YES [] NO
b. Easements of Record/Deed [X] YES [] NO
c. Park Rules and Regulations [] YES [X] NO
d. Condominium documentation per N.H. RSA 356-B:58 [] YES [X] NO
e. Co-op/PUD/Association Documents [] YES [X] NO
f. Availability of Property/Casualty Insurance [X] YES [] NO

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 ([X] is) ([] is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT 96.5% LTV TERM/YEARS 30 RATE Current MORTGAGE TYPE FHA

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.

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

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

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



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

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 7 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 05/30/2014 ("Financing Deadline"), then:

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

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

If, however:

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

Then SELLER shall have the option of either:

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

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

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

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

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

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

SELLER(S) INITIALS  

BUYER(S) INITIALS  / 
04/27/14 9:38AM EDT

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



19. ADDITIONAL PROVISIONS:

Subject to appraisal at or above the purchase price at the time of the loan commitment
1. First right of refusal to purchase the property by the Town 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 would be handled by the Department of Transportation and no commission would 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
Subject to the seller to have the home de winterized at seller's expense within 3 days of this agreement in order for the buyer to complete the home inspection.

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 of Caitlin O'Keefe
dotloop verified
04/27/14 9:38AM EDT
8BEE-TB10-EKMW-QBWW
BUYER DATE / TIME

BUYER DATE / TIME

14 Samoset Drive
MAILING ADDRESS

MAILING ADDRESS

Salem NH 03079
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

Signature of William J. Cass, P.E.
Director of Project Development
4/20/14
SELLER DATE / TIME

SELLER DATE / TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

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



TO BE COMPLETED BY SELLER

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

NOTICE TO 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.

1. SELLER: State of New Hampshire, Department of Transportation

2. PROPERTY LOCATION: 4 Williston Road, Salem, NH 03079

3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?

Yes No

4. SELLER: has has not occupied the property for years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

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

b. INSTALLATION: Location: Installed By: Date of Installation:

What is the source of your information?

c. USE: Number of persons currently using the system:

Does system supply water for more than one household? Yes No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?

Pump: Yes No N/A Quantity: Yes No

Quality: Yes No Unknown

If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? Yes No Date of most recent test

If YES to any question, please explain in Comments below or with attachment.

Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No

If YES, are test results available? Yes No What steps were taken to remedy the problem?

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown

b. IF PUBLIC OR COMMUNITY SHARED

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem?

c. IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Unknown Other

Tank Size Gal. Unknown Other

Tank Type Concrete Metal Unknown Other

Location 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, Location: Size Unknown

Date of installation of leach field: Installed By:

Have you experienced any malfunctions? Yes No

Comments:

e. IS SYSTEM LOCATED IN A SHORELAND ZONE? Yes No Unknown

If YES, has a site assessment been done? Yes No Unknown

Source of Information:

Comments:

SELLER(S) INITIALS

dotloop verified 04/06/14 6:43PM EDT
BUYER(S) INITIALS

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 4 Williston Road, Salem, NH 03079

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

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS – Current or previously existing:

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

If YES: Are tanks currently in use? Yes No

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

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

Age of tank(s): _____ Size of tank(s): _____

Location: _____

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

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

b. ASBESTOS – Current or previously existing:

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

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

In flooring tiles? Yes No Unknown Other: _____ Yes No Unknown

If YES, Source of information: _____

Comments: _____

c. RADON/AIR – Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

d. RADON/WATER – Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT – Current or previously existing:

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

If YES: Source of information: _____

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

Comments: _____

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

If YES: Source of information: _____

Comments: _____

SELLER(S) INITIALS OM

Caitlin O'Keefe
 BUYER(S) INITIALS

dotloop verified
 04/06/14 6:43PM EDT
 LB66-EVCP-SBWP-VYOC

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 4 Williston Road, Salem, NH 03079

9. GENERAL INFORMATION

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

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

SELLER(S) INITIALS OKS

Caitlin O'Keefe
BUYER(S) INITIALS _____
dotloop verified 04/06/14 6:43PM EDT PDPQ-4CN0-TJWY-6K20

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 4 Williston Road, Salem, NH 03079

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes No

b. ADDITIONAL COMMENTS:

UNKNOWN

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.

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

[Signature] 1/13/14
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 GUARANTEE 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.
Caillin O'Keefe [Signature]
BUYER DATE BUYER DATE

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

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



- The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of NH, DOT ("SELLER"), hereby gives the undersigned Prudential Versni Realty ("FIRM"), on this date, 01/02/2014 20____, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 4 Williston Road, Salem, NH 03079 owned by SELLER consisting of 4-bedroom, 2 1/2 bathroom single family house situated on 1.0 acres & serviced by private septic & public water, and including any other property, real or personal, subsequently added thereto, recorded in the Rockingham County Registry of Deeds in Book 4443 Page 1017 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 380,000.00 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% of the contract price or n/a of the lease amount or n/a
- THIS AGREEMENT SHALL BE IN EFFECT from 01/15/2014, through 01/14/2015. 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 3 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.
- DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Robin Chater as SELLER'S designated agent(s).
- DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the SELLER'S designated agent(s), the potential for dual agency exists.

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

SELLER _____	DATE _____	SELLER _____	DATE _____
--------------	------------	--------------	------------

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

SELLER _____	DATE _____	SELLER _____	DATE _____
--------------	------------	--------------	------------

- 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.
- SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. SELLER has been advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.
- 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 _____% commission of the contract price or <u>n/a</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

OK

