



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



22
Beaulieu

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
March 17, 2017

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 3.55 +/- acre parcel of State owned land improved with a single-family residence located at 72 Range Road in the Town of Windham to Alex Ray Windham, LLC for six hundred ninety thousand (\$690,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollars Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate NAI Norwood Group from the proceeds of the subject sale in the amount of thirty nine thousand five hundred (\$39,500.00) dollars (First \$500,000.00 of sale at 6% commission plus additional \$190,000.00 of sale price at 5% commission) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$650,500.000 (\$690,000.00 - \$39,500.00 = \$650,500.00). It has been determined by the Division of Finance that this parcel was originally purchased with 89.19% Federal Funds and 10.81% 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 (\$70,319.05), and Consolidated Federal Aid (\$580,180.95).

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land improved with a single-family residence located at 72 Range Road in the Town of Windham. This property was acquired in 2006 in reconnection of NH Route 111A and Range Road in connection with the widening of Interstate 93; project Salem - Manchester IM-IR-0931(174), 10418C. Conditions of the sale will include:

- Access will be provided to the parcel from both Range Road and the Relocated NH Route 111A. Relocated NH Route 111A will have a raised concrete median island down the center of the roadway restricting left turning movement from and to the parcel along Relocated NH Route 111A.
- The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.

The need for the three and fifty five hundredths (3.55) acre parcel with improvement has been reviewed by the Department, which has determined that the subject parcel and improvement is surplus to our operational needs and interest for the purpose of disposal.

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

On May 10, 2016, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with NAI Norwood Group to sell the above property for seven hundred twenty five thousand (\$725,000.00) 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 30, 2016 meeting to compensate NAI Norwood Group a 5% commission for the sale of this property.

On June 14, 2016, the Long Range Capital Planning and Utilization Committee amended the real estate commission with NAI Norwood Group for this sale from 5% to a sliding scale fee commission of 6% for the first \$500,000 of the sales price and 5% for 500,000.01 and above of sale prices and keeping the other features of the sale approved on May 10, 2016 the same.

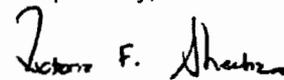
NAI Norwood Group marketed the subject property and brought all offers to the Department for consideration. On March 7, 2017, the Department entered into a Purchase and Sale Agreement Alex Ray Windham, LLC for six hundred ninety thousand (\$690,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

In accordance with RSA 4:39-c, the Town of Windham 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 also responded to the Department that they are not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 3.55 +/- of an acre parcel of land to Alex Ray Windham, LLC for six hundred ninety thousand (\$690,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollars Administrative Fee. The Department has also agreed as part of the sale to pay a commission of thirty nine thousand five hundred (\$39,500.00) dollars (First \$500,000.00 of sale at 6% commission plus additional \$190,000.00 of sale price at 5% commission) from the proceeds to NAI Norwood Group. 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/kjk
Attachments

JUN 16 2016

RECEIVED



LRCP 16-020

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

June 14, 2016

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 June 14, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the real estate commission from 5% to a sliding fee commission of 6% for the first \$500,000.00 of sales price and 5% for \$500,000.01 and above of sales price, based on the approved sales price of \$725,000, allowing negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, for a previously approved listing agreement for a term of one (1) year with NAI Norwood Group for the sale of a 3.6 +/- acre parcel of State owned land improved with a single family residence located at 72 Range Road in the Town of Windham, subject to the conditions as specified in the request dated May 26, 2016.

This request (LRCP 16-012) was originally approved by the Long Range Capital Planning and Utilization Committee on May 10, 2016.

Sincerely,

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

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

MAY 11 2016

RECEIVED

LRCP 16-012

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

May 10, 2016

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 May 10, 2016, 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 NAI Norwood Group for the sale of a 3.6 +/- acre parcel of State owned land improved with a single family residence located at 72 Range Road in the Town of Windham for \$725,000; 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 April 18, 2016.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

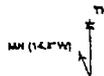
MWK/pe
Attachment



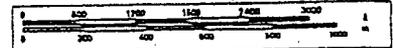
Data use subject to license.

© DeLorme, DeLorme Street Atlas USA © 2015.

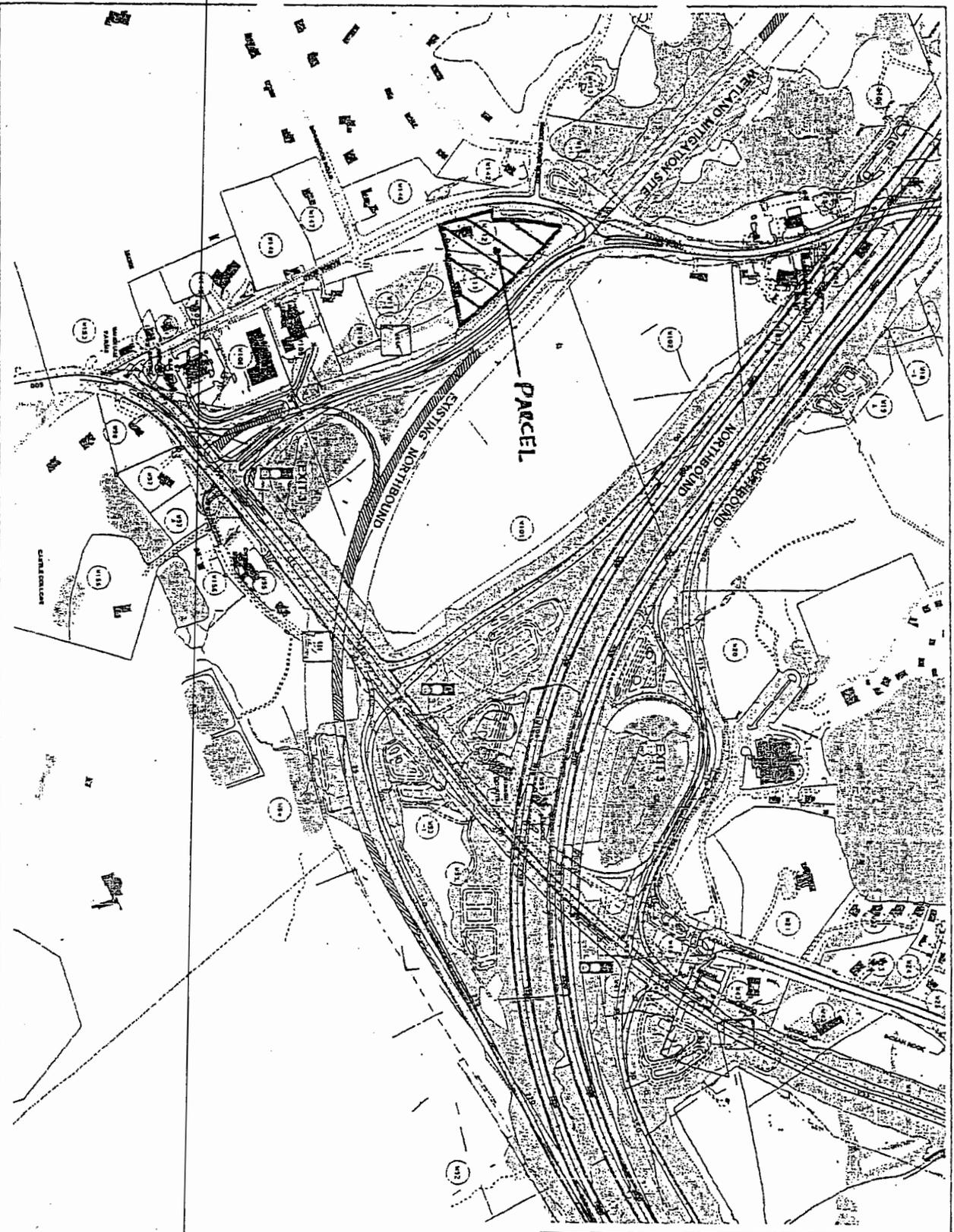
www.delorme.com



Scale 1 : 24,000

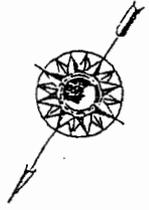


1" = 2,000.0 ft Data Zoom 13-1



LEGEND

	Travel Way of Proposed Roadway
	Shoulder of Proposed Roadway
	Proposed Ruled Traffic Islands
	Proposed Island Island
	Access Points on Proposed Roadway (Drives, etc.)
	Approximate Limit of Slope Work and Landscaping
	Proposed Sidewalks
	Existing Pavement (Roadways, Drives, etc.)
	Existing Wetland
	Water Obstructions (Streams, Lakes, etc.)
	Buildings
	Property Lines
	Pole, Canopy, City and Town Lines
	Existing Easement Lines
	Proposed Easement Lines
	Existing R.O.W. (Right-of-Way)
	Proposed R.O.W. (Right-of-Way)
	Existing C.A.R.O.W. (County Road Allowance)
	Proposed C.A.R.O.W. (County Road Allowance)
	Existing L.A.R.O.W. (Local Authority Road Allowance)
	Proposed L.A.R.O.W. (Local Authority Road Allowance)



I:\22111\cadd\as\indog\146 FE13 Final\1111.DWGALL COM Jan18-13.dwg

DOT
 New Hampshire
 Department of Transportation
 NH DOT 183 IMPROVEMENTS
 FINAL CONFIGURATION
 OVERALL CORRIDOR
 DVA
 1/18/13 11:23:31 AM Page 7



New Hampshire Housing
Bringing You Home

June 21, 2016

Charles R. Schmidt, PE
Bureau of Right-of-Way
JO Morton Building - Room 100
7 Hazen Drive PO Box 486
Concord, NH 03302-0483

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY
JUN 24 2016
RECEIVED

RE: Sale of State Owned Land in Windham
Salem-Manchester, IM-IR-0931 (174), 10418C
Parcels 111 and 112

Dear Mr. Schmidt,

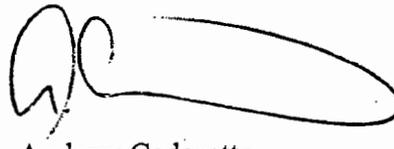
This letter is to inform you that New Hampshire Housing is not proceeding with the purchase of the Department of Transportation owned land located at 72 Range Road, Windham, NH (Windham Tax Map Page 24, Lot 17 - H- 30).

We appreciate your continued cooperation with New Hampshire Housing when parcels become available in the future.

If you have any further questions about this parcel, please feel free to contact Andrew Cadorette by phone at 603-310-9287, or by email at acadorette@nhhfa.org.

Sincerely,


Ignatius MacLellan,
Managing Director, Homeownership


Andrew Cadorette
Program Manager, Homeownership

CC: Phillip J. Miles, Chief of Property Management
Dean Christon, Executive Director, New Hampshire Housing



TOWN OF WINDHAM, NEW HAMPSHIRE

OFFICE OF THE SELECTMEN AND TOWN ADMINISTRATOR

POST OFFICE BOX 120, 4 NORTH LOWELL ROAD, WINDHAM NH 03087-0120

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

JUN 20 2016

June 16, 2016

RECEIVED

Mr. Charles Schmidt, PE
Administrator
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Re: Sale of State Owned Land – Salem-Manchester, IM-IR-0931(174), 10418C - Parcels 111 and 112

Dear Mr. Schmidt:

On behalf of the Board of Selectmen, I extend our thanks to the State for offering the Town of Windham the opportunity to purchase the surplus property located at corner of relocated NH Route 111A and Range Road, identified on Windham Tax Map Page 24, Lot 17-H-30. I send this to advise you that, after review and discussion regarding this parcel, the Board of Selectmen found there to be no interest in obtaining the property and, as such, has voted to respectfully decline the State's offer.

Should you have any questions or require further information regarding the Board's decision, please feel free to contact me.

Respectfully submitted

David Sullivan
Town Administrator

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") made as of the Effective Date as defined hereinbelow.

1. PARTIES

The State of New Hampshire, acting by and through the New Hampshire Department of Transportation, (hereinafter "SELLER") agrees to SELL and Alex Ray Windham, LLC, a limited liability company, organized and existing under the laws of the State of New Hampshire, with a mailing address of PO Box 581, Ashland, NH 03217, (hereinafter "BUYER") agrees to BUY, upon the terms and conditions hereinafter set forth, the Premises described in Paragraph 2 below.

2. DESCRIPTION

Premises at 72 Range Road, Windham, New Hampshire, containing 3.55 acres, more or less, together with a residence thereon that contains 2,045 square feet, more or less. The Premises are described in the survey plan attached hereto and incorporated herein as Exhibit A. Both parties approve said survey plan.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as part of said Premises are the buildings, structures, and improvements now thereon, and including all appliances and fixtures located thereon or thereat.

4. MARKETABILITY OF TITLE

Said Premises are to be conveyed by a good and sufficient Quitclaim Deed, prepared on the basis of the survey plan performed by BUYER (and approved by SELLER), said deed running to the BUYER. Said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens for municipal betterments assessed after the date of this Agreement;
- and
- (d) Easements, covenants, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the anticipated use of the Premises for the intended development purposes of the BUYER. BUYER expressly reserves the right to approve of any such easement, covenant, restriction and reservation in BUYER's sole discretion.

It is expressly understood and agreed that the Premises shall be conveyed disencumbered of any limitations regarding limited access onto the new Route 111-A.

5. PLANS

SELLER shall provide BUYER with copies of any plans, architectural renderings, septic system plans, designs, permits, studies, hazardous waste studies or audits in SELLER's possession within seven (7) days of the Effective Date of this Agreement.

6. PURCHASE PRICE

The agreed purchase price for the Premises is **Six Hundred Ninety Thousand Dollars (\$690,000.00)** to be paid as follows:

1) **Fifty Thousand Dollars (\$50,000.00)** as a deposit to be paid upon the signing of this Agreement and to be held in escrow by **NAI Norwood Group** as Escrow Agent, which is to be applied and disbursed in accordance with this Agreement. It is agreed that this deposit is not refundable except upon a breach by SELLER, an inability of SELLER to deliver marketable title, or a failure of the contingencies contained in this Agreement.

2) **Six Hundred Forty Thousand Dollars (\$640,000.00)** in certified check or wired funds at closing.

3) The sum of **One Thousand One Hundred Dollars (\$1,100.00)** shall be paid by BUYER at closing as an administrative fee in addition to the purchase price.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED; CLOSING

Such deed is to be delivered and a closing shall occur on or before the close of business on the sixtieth (60th) day following the Effective Date of this Agreement (the "Closing") at the office of John J. McCormack, Attorney, 62 Main Street Ashland, New Hampshire, or at such other time and place as the parties may agree. The parties acknowledge and agree that the BUYER shall be required to have a survey or boundary determination performed, but if same has not been completed by the Closing, then either party may request to adjourn the Closing for a period not to exceed thirty (30) days. Consent to such a request shall not be unreasonably withheld.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of Closing, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation

CM
AR

of any building and zoning or any other local laws to the best of Seller's knowledge and belief, and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof, and (d) the new Route 111-A is a limited access facility as defined by RSA 230:44. The quitclaim deed will remove the property's restriction of access along the new Route 111-A, thus making it eligible for an access point or access points compliant with SELLER's Policy Relating to Driveways and Access to the State Highway System (Declaratory Ruling No. 2000-01). The BUYER shall be entitled personally to inspect the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this paragraph.

9. TIME TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the Closing the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title and deliver possession as provided herein, or make the said Premises conform to the provisions hereof, as the case may be. BUYER shall give written notice to SELLER of any title defects on or before Thirty (30) days from the effective date of this agreement. In the event that the Premises are damaged or destroyed by fire or casualty, then BUYER shall be entitled to elect to terminate the Agreement and receive a refund of BUYER's deposit or to close and effect an escrow of part of SELLER's proceeds in order to fund repairs post closing. If the parties cannot agree on the amount of sums to be escrowed or the identity of an escrow agent and BUYER refuses to close and pay the full price, then either party shall be entitled to terminate the Agreement, BUYER shall be entitled to a refund of any and all deposits made, and neither party shall have any further rights, duties or obligations with respect to the other.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the time for performance of this Agreement, the SELLER shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments and deposits made under this Agreement shall be forthwith refunded inclusive of all interest, if any, and all other obligations of all parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto, or BUYER shall be entitled to elect to adjourn the Closing for a period not to exceed thirty (30) days in order to allow SELLER to remedy such defects.

11. BUYER'S ELECTION TO ACCEPT TITLE

In the event SELLER cannot perfect title, BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title. In the alternative, BUYER shall be entitled to terminate the Agreement and receive a full refund of any and all deposits,

whereupon this Agreement shall terminate, and neither party shall have any further rights, duties or obligations with respect to the other.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. FINANCING/INSPECTION/OTHER CONTINGENCIES

There is no financing contingency. Prior to the date of Closing, BUYER or BUYER's representatives shall have the right to enter the Premises at all reasonable times to perform the inspections described in this section. BUYER shall have the right to test or inspect all aspects and components of the Premises, including the buildings, to test for the existence of hazardous waste, mold and other environmental conditions. BUYER's inspection may also include wetlands mapping, utilities studies, zoning review, and building analysis. BUYER shall have complete access to the Premises with SELLER's full permission to perform any and all engineering, environmental and other tests deemed necessary or desirable by BUYER. If BUYER is not satisfied with such tests, analyses or inspections (collectively "BUYER's Due Diligence"), within Thirty (30) days of the Effective Date hereof (the "Due Diligence Period"), in BUYER's sole discretion, then by notice to SELLER not later than the expiration of the Due Diligence Period, BUYER may rescind this Agreement, in which event the deposit will be returned to BUYER and neither party will have any further rights or duties hereunder, other than BUYER's duty to restore the Premises reasonably to its previous condition and to provide the survey as specified in this section.

BUYER shall be entitled to investigate the State and local permits, approvals, licenses and zoning issues related to BUYER's planned development, including without limitation the use of the Premises as restaurant, retail and general commercial property and if BUYER is not satisfied with the results of such investigations, BUYER shall be entitled to notify SELLER of such dissatisfaction no later than thirty (30) days from the Effective Date of this Agreement, whereupon the deposit will be returned to BUYER and neither party shall have any further rights or obligations hereunder, other than BUYER's duty to provide the survey as specified in this section.

Refund of the deposit will be provided upon BUYER providing SELLER the property survey of the premises, stamped by a licensed land surveyor and suitable for filing with the Rockingham County Registry of Deeds, at which time the survey shall become the property of the SELLER. If the Survey is not received within 30 days of the BUYER providing notice of termination of this agreement, BUYER will forfeit the deposit.

14. ADJUSTMENTS/CLOSING COSTS

Assessments, or other periodic charges of any kind, and taxes for the then current tax year shall be prorated as of the Closing, to the extent that they may apply. SELLER and BUYER shall each be responsible for the payment of one-half of the transfer tax imposed by the State of New Hampshire with respect to the transfer of the Premises, unless either or both parties are exempted therefrom by statute. The BUYER shall be responsible for the recording costs and associated L-CHIP fees of the deed and the SELLER shall be responsible for the recording costs and associated L-CHIP fees of any instrument necessary to convey good and marketable title.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of taxes is unknown at the time of the Closing, they shall be apportioned on the basis of the taxes assessed for the preceding tax year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. For avoidance of doubt, if the Premises are not taxed by the Town of Windham, N.H., for tax year 2016, then no tax proration shall be required to occur.

16. BROKER(S) FEE

It is understood and agreed that NAI Norwood Group has acted as agent for the SELLER, who alone shall bear any and all commissions to such agent. BUYER will deduct said commission, being \$39,500, from the sale price and pay directly to NAI Norwood Group.

17. DEPOSIT

All deposits made hereunder shall be held by the above mentioned escrow agent, subject to the terms of this Agreement and shall be duly accounted for at the time of Closing. In the event of any disagreement between the parties, all deposits shall be paid into Court pending disposition of the disagreement, unless the parties agree to a different means of dispute resolution or escrowing of the deposit. The parties waive any conflict over the selection of escrow agent.

18. BUYER'S/ SELLER'S DEFAULT/ DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER may be retained by the SELLER as liquidated damages. This shall be the SELLER's sole and exclusive remedy at law and/or in equity. If the SELLER shall materially

CWS
AR

default hereunder which results in a closing not occurring through no fault of the BUYER, BUYER shall be entitled to seek a refund of its deposit.

19. APPROVAL OF GOVERNOR AND EXECUTIVE COUNCIL

SELLER's obligation to perform is contingent on obtaining approval of this sale by the Governor and Executive Council and satisfying any right of first refusal in favor of New Hampshire Housing Finance Authority and Town of Windham. SELLER represents that all of such rights of first refusal have been obtained and that reasonable proof will be supplied to the BUYER. The SELLER shall supply BUYER with evidence of compliance. In the event that SELLER shall not be able to obtain approval of the Governor and Executive Council then the SELLER shall be entitled to refund the deposit to BUYER and terminate this agreement.

20. LIABILITY OF TRUSTEES, SHAREHOLDER, BENEFICIARY

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder, other than the deposit mentioned in Section 6 of this agreement.

21. REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any representations (other than those statements and representations made in this document) not set forth or incorporated in this Agreement or previously made in writing, except for the following additional representations, if any, made by the SELLER: Any representation made by the SELLER hereunder shall be limited so as to be based on the best of SELLER's knowledge and belief.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two (2) or more persons are named herein as BUYER their obligations hereunder shall be joint and several. If two (2) or more persons are named herein as SELLER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used

in determining the intent of the parties to it.

23. NOTICE

Whenever the SELLER or the BUYER shall desire to give or serve any notice, demand, request, or other communication with respect to this Agreement or otherwise, such notice, demand, request or other communication shall be given in writing and shall be deemed to have been given if delivered in hand, one (1) day after delivery by overnight courier or three (3) business days after mailing certified or registered mail, return requested and postage prepaid, as follows:

If to SELLER: Mailing c/o Charles Schmidt, NH Department of Transportation, Bureau of Right of Way, Room 100, John O Morton Building, 7 Hazen Drive, Concord NH 03301

If to BUYER: Mailing: c/o John J. McCormack, PO Box 720, Ashland, NH 03217
Physical: 62 Main Street, Ashland NH 03217

24. BUYERS ACCESS TO THE PREMISES

From and after the date of this Agreement, SELLER agrees to permit BUYER or its assignee and/or designees, upon reasonable notice to SELLER, access to the Premises for the purpose of inspections and the like, at the sole risk of BUYER, which shall repair any damage done by such entry and hold harmless the SELLER from any claims or demands arising from such entry.

25. HAZARDOUS SUBSTANCES

The SELLER represents that to the best of SELLER's knowledge and belief, there are no underground storage tanks on the Premises and there have never been generated, stored, or disposed of on the Premises any hazardous substances as the same are defined by New Hampshire law.

The SELLER further represents that SELLER has no knowledge of litigation pending against the SELLER which might result in the imposition of any liability on the BUYER and has no reason to believe that there is any basis for such litigation in the future.

26. UNENCUMBERED OWNERSHIP

The SELLER represents that to the best of SELLER's knowledge and belief the SELLER has complete and unencumbered ownership of all fixtures, fittings, and equipment in the Premises.

27. TITLE ASSURANCES

Without limitation, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) All structures and improvements including but not limited to any driveway(s), any garage(s) and all means of access to said Premises shall be wholly within the lot lines of said Premises and shall not encroach upon or under any property not within such lot lines;
- (b) No building, structure, improvement, or property of any kind encroaches upon or under said Premises from other premises;
- (c) The new Route 111-A is a limited access facility as defined by RSA 230:44. The quitclaim deed will remove the property's restriction of access along the new Route 111-A, thus making it eligible for an access point or access points compliant with SELLER's Policy Relating to Driveways and Access to the State Highway System (Declaratory Ruling No. 2000-01).
- (d) Title to the Premises is insurable at ordinary rates, for the benefit of the BUYER pursuant to a policy consistent with a policy from the American Land Title Association; and
- (e) The Premises shall contain at least 3.55 acres, more or less.

29. EFFECTIVE DATE

The effective date of this Agreement is the date on which the last party to execute this Agreement has executed it.

30. ADDITIONAL PROVISIONS

This Agreement may be executed in multiple counterparts by electronic, facsimile or email transmission.

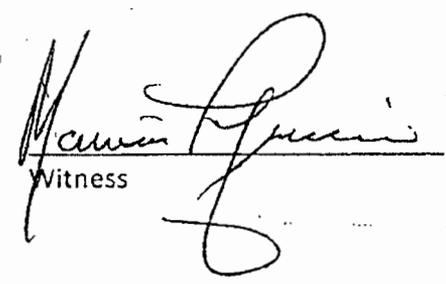
In matters respecting title to the Premises, the standards of the New Hampshire Bar Association shall be determinative.


Witness

SELLER:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By: 
Charles R. Schmidt, Administrator
Bureau of Right-of-Way
New Hampshire
Department of Transportation

Date: 3/7/17 2017


Witness

BUYER:
ALEX RAY WINDHAM, LLC

By: 
Alexander L. Ray, Trustee of the
Alexander L. Ray 1999 Revocable
Trust, Sole Member

Date: 3/1/2017 2017



Exclusive Right to Sell Agreement

1. Parties:

- a. "Owner" – **State of NH Dept. of Transportation, of PO Box 483, Concord, NH 03302-0483.**
Email: **pmiles@dot.state.nh.us.** Phone: **603-271-6917.**
- b. "Broker" – **NAI Norwood Group of 116 South River Road, Bedford, NH 03110.**
- c. "Property" – **72 Range Road, Windham, NH**
Described as: 3.55+- located on Range Road and with frontage on the newly re-routed 111 A. Property has a small ranch style house. Serviced by private well and septic and located in the gateway Commercial District and the Canobie Lake Water Shed Protection District
Tax Map and Lot: **Map 17/H/30**
Book and Page: **Book 4651/1896 RCRD**

2. Exclusive Right to Sell: Owner hereby grants to Broker the Exclusive Right to Sell the Property for a term commencing on **June 14, 2016** and terminating on **June 13, 2017**. In the event that the, Owner becomes party to a binding Purchase and Sale agreement on the Property, the Exclusive Right to Sell shall extend to closing date.

3. Selling Price: Owner grants the Broker the right to market the Property at a price of **\$725,000.00**, or any other price acceptable to Owner.

4. Commission: Owner agrees to pay a commission at the rates set below if (a) during the term of this agreement the Broker, Owner or any other party, finds a purchaser, assignee or nominee, who is ready, willing and able to purchase the property in accordance with the terms and conditions of this Agreement, or such other terms and conditions as may be acceptable to Owner; or, (b) within 180 days after the termination of this agreement Owner is party to a binding Purchase and Sales agreement on the Property to any Qualifying Prospect. A Qualifying Prospect shall be any Buyer, identified in writing to Owner no later than 15 days after the termination of this agreement.

Commission is due and payable upon Broker procuring a ready willing and able buyer under terms and conditions agreeable to Owner. Commissions are collected at settlement. Sale is inclusive of any kind of transfer of partnership, syndication or corporation interest of real property as well as any partial sale of the Property.

The Commission rate shall be as follows: **First \$500,000 of sales price: 6%, \$500,000.01 and above of sales price: 5%.**

5. Deposits: Broker is authorized to accept a deposit with any prospective offer to purchase. Any forfeited deposits shall be divided between the Broker and the Owner, one half thereof the Broker, but not to exceed the compensation agreed upon herein, and the balance to the Owner.

6. Authority of Broker: The Broker is authorized to use reasonable efforts to procure a ready willing and able buyer for the Property in accordance with the terms and conditions of this Agreement. It is understood that it is illegal for Broker to refuse to show or sell the Property to anyone because of race, color, religion, national origin, sex, marital status or physical ability.

Owner agrees that the Broker, when requested by other agents or prospects, may disclose the existence of other offers on the Property.

The Broker is hereby authorized to:

- Place signage on the Property.
- Place information about the Property on the Internet and/or Multiple Listing Services.
- Advertise the Property in print media.
- Release data about the transaction, such as parties to the transaction, location and square footage as press releases and/or databases for statistical purposes.
- Owner acknowledges that Broker will enter this data into "Innovia" within 15 days of this agreement and will put the name of the Owner as "On File".

7. Acknowledgements and Obligations of Owner: Owner agrees to cooperate with Broker in effecting the sale of the Property and to immediately refer to Broker all inquires of anyone interested in the Property. All negotiations are to be through the Broker.

Owner represents that Owner is the legal owner of the Property and has the right to enter into this Agreement.

Owner acknowledges that Broker has made no guarantee of procuring a ready, willing and able buyer for the Property.

Owner agrees to disclose to the Broker all information concerning the Property including: Income and expenses, the existence of asbestos, radon, PCB transformers, mold, underground storage tanks, lead paint, history of methamphetamine laboratory use, septic systems and water problems or any information concerning the property be they adverse or otherwise. The duty to disclose is ongoing and if the Owner discovers additional information concerning the condition of the Property, the Owner shall promptly disclose the additional information to Broker.

Owner acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, architect, contractor or any other professional service provider. Owner has been advised to seek professional advice for any non-brokerage services. Broker shall not be liable for any action, inaction, failure, negligence, error or omission of any other professional service provider.

It shall not be the responsibility of the Broker to determine the qualifications and creditworthiness of any buyer with whom Owner may enter into a Purchase and Sales agreement. Owner waives any claims it may have against Broker resulting from any Owner losses and liabilities, which Owner may hereafter suffer by entering into a Purchase and Sales agreement with any buyer.

Owner agrees to allow Broker to cooperate with licensees from other firms who accept Buyer Agency (also known as Tenant Representation) and Facilitator agreements. Owner understands that Broker may represent buyers of who also have interest in the Property. In those circumstances, Broker shall fully inform Owner and provide Owner the opportunity to proceed under a Disclosed Dual Agency agreement.

8. Enforcement: This Agreement shall be governed by the laws of the State of New Hampshire and the parties consent to the exclusive jurisdiction of the Courts of the State of New Hampshire.

9. Additional Provisions: The property is being sold subject to the Buyer having the property surveyed at Buyer's sole cost and expense. The Buyer agrees to pay \$1,100 Administrative Fee at time of closing. State will retain a portion of the frontage located on Range Road as shown on the site plan provided by the State. First right of refusal to purchase the property by the Town of Windham, The New Hampshire Housing Finance Authority and other State and County entities. If one of these entities was to purchase this parcel, the transaction will be handled by the Department of Transportation and no commission will be paid to the Broker. Sale is subject to approval by the Governor and Executive Council.

The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.

Access will be provided to the parcel from both Range Road and the Relocated NH Route 111A. Relocated NH Route 111A will have a raised concrete median island down the center of the roadway restricting left turning movement from and to the parcel along Relocated NH Route 111A.

10. **Agreement:** This Agreement constitutes the entire Agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. Any purported amendment, modification or withdrawal that is oral shall be void and of no effect whatsoever. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

11. **Copies:** The parties agree to accept, in lieu of original signatures, faxed or scanned copies.

This is a legal instrument. If it is not understood, legal counsel should be consulted before signing. Owner acknowledges that Owner has read and understood this Agreement and that Owner has received a copy hereof.

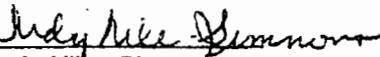
Owner: 

7/6/16
Date

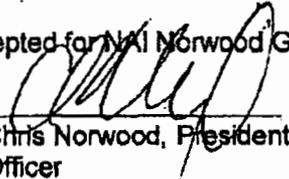
Signed

The foregoing is not binding on NAI Norwood Group until accepted and executed by an officer of the corporation and returned to Owner.

Agreed by Associate

By: 
Judy Niles-Simmons
Associate

Accepted for NAI Norwood Group

By: 
Chris Norwood, President
Officer