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STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Brigadier General  
*The Adjutant General*

Warren M. Perry, Colonel (ret.)  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

Phone: 603-225-1360  
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TDD Access: 1-800-735-2964

May 10, 2018

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

**REQUESTED ACTION**

Pursuant to RSA 4:29, authorize the Adjutant General's Department, to purchase 53.7 acres of land located at 00 Mayhew Turnpike in Plymouth, New Hampshire from the Sharen J. Fuller Revocable Trust of 2005, in the amount of \$384,518.71, for the purpose of constructing a State Readiness Center (Armory) effective upon Governor and Council approval. **100% General Funds (Capital).**

The net amount of this transaction shall be payable as described on the Exhibit B, with funds for this purchase available in the following appropriation:

02-12-12-120030-24140000	Land Acquisition	<u>\$384,518.71</u>
	<b>TOTAL</b>	<u><b>\$384,518.71</b></u>

**EXPLANATION**

This land acquisition is for the purpose of constructing a new 49,000 square foot State Readiness Center (Armory). The construction of a larger, more modern facility is part of a plan to regionally combine older and more obsolete facilities. This new facility will support the training, administrative and logistical requirements for the New Hampshire Army National Guard.

Respectfully submitted,

David J. Mikolaities  
Brigadier General, NH National Guard  
The Adjutant General

This request has been reviewed and approved by the New Hampshire Department of Justice as to form, substance and execution. Approved by:

Assistant Attorney General

5/14/18  
Date

EXHIBIT A

PURCHASE AND SALES AGREEMENT

1. THIS AGREEMENT made this 14th day of March, 2018 between Sharen J. Fuller, Trustee of the Sharen J. Fuller Revocable Trust of 2005 ("SELLER") of 59 Cummings Cove Road, Meredith, NH 03253 and State of NH Adjutant General's Department ("BUYER") of 4 Pembroke Road, Concord, NH 03301-5652

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Plymouth located at Mayhew Turnpike (Map 214, Lot 5) County Grafton State NH Book 3620 Page 471 (the "PROPERTY").

3. The SELLING PRICE is Three Hundred Ninety-Five Thousand and no/100ths Dollars \$ 395,000.00 A DEPOSIT in the form of corporate check, is to be held in an escrow account by Ransmeier and Spellman P.C. ("ESCROW AGENT"), BUYER has delivered or X will deliver to the ESCROW AGENT's FIRM within 10 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 11,850.00. 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 \$ 383,150.00.

4. DEED: Marketable title shall be conveyed by a Warranty 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 1, 2018 at Ransmeier & Spellman, One Capitol St., Concord, NH 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 expected. 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 48 hours prior to the 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: Becky Fuller of Maxfield Real Estate, Center Harbor, NH

is a X seller agent buyer agent facilitator disclosed dual agent\* of

\*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 \$ N/A.

SELLER(S) INITIALS SAF BUYER(S) INITIALS WF

**PURCHASE AND SALES AGREEMENT**

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

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

**11. PROPERTY INCLUDED:** All fixtures N/A

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

**RADON GAS:** Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish the 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 to ensure a safe water supply if the subject property is served by a private well.

**LEAD PAINT:** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially in 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:** WR

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

SELLER(S) INITIALS SJF /

BUYER(S) INITIALS WR /

**PURCHASE AND SALES AGREEMENT**

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

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
- (b) if SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or
- (c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing to SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE:** \_\_\_\_\_

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	x	<input type="checkbox"/>	d. Condominium documentation per NH RSA 356-B:58	<input type="checkbox"/>	x
b. Easements of Record/Deed	x	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	x
c. Park Rules and Regulations	<input type="checkbox"/>	x	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	x
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	x

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 days from the effective date of this 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,

SELLER(S) INITIALS SJF / BUYER(S) INITIALS WP /



**PURCHASE AND SALES AGREEMENT**

- (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;
- (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;
- (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 notice of financing or lack of financing as described above.

**19. ADDITIONAL PROVISIONS:**

The parties acknowledge and agree that BUYER has undertaken and completed inspections pursuant to Section 14 hereof.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. ADDENDA ATTACHED:**  Yes  No See Addendum at p. 7

SELLER(S) INITIALS sg F / BUYER(S) INITIALS wp /







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



Addendum to the Purchase and Sales Agreement dated 03/12/2018 between  
Sharen J. Fuller, Trustee of the Sharen J. Fuller Revocable Trust of 2005  
\_\_\_\_\_, ("SELLER"), and

State of New Hampshire Adjutant General's Department, ("BUYER"), for  
the property located at Mayhew Turnpike, Plymouth Nh (Map 214, Lot 5)

hereby agree to the following: \_\_\_\_\_

Both Seller and Buyer acknowledge that Listing Agent, Becky Fuller, is related to the Seller.

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

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

<u>Wm Rg</u>	<u>3/19/18</u>	
BUYER	DATE / TIME	BUYER
		DATE / TIME

<u>Sharen J Fuller, Trustee</u>	<u>3/15/18</u>	
SELLER	DATE / TIME	SELLER
		DATE / TIME

Sharen J Fuller  
Revocable Trust of 2005

**SECOND ADDENDUM TO PURCHASE AND SALES AGREEMENT**

**BETWEEN**

**SHAREN J. FULLER, TRUSTEE OF THE SHAREN J. FULLER  
REVOCABLE TRUST OF 2005, u/d/t dated January 27, 2005**

**AND**

**STATE OF NEW HAMPSHIRE OFFICE OF THE ADJUTANT  
GENERAL**

THIS SECOND ADDENDUM is entered into as of the dates set forth below by and between **SHAREN J. FULLER, TRUSTEE OF THE SHAREN J. FULLER REVOCABLE TRUST OF 2005, u/d/t dated January 27, 2005** (the "Seller") and **STATE OF NEW HAMPSHIRE OFFICE OF THE ADJUTANT GENERAL** (the "Buyer") in modification of a certain Purchase and Sales Agreement by and between said parties dated 3/14/18 2018 as to the Seller, and dated 3/15/18, 2018 as to the Buyer (the "Existing Agreement"), with respect to certain real property, together with any and all structures and improvements thereon, situated on Mayhew Turnpike, so-called, in the Town of Plymouth, County of Grafton and State of New Hampshire and fully described in the Existing Agreement (the "Property").



05/06/18  
8:03PM EDT



05/06/18  
8:03PM EDT

WITNESSETH:

WHEREAS, Paragraph 5 of the Existing Agreement established "Transfer of Title" to occur on or before June 1, 2018, at Ransmeier & Spellman, P.C. in Concord, New Hampshire, or some other place of mutual consent as agreed to in writing; and

WHEREAS, the Addendum appended to said Existing Agreement stated as follows:

"Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before May 16, 2018, which based on knowledge and belief shall be the date of the second meeting of G&C in May, 2018. In the event such approval is not obtained on or before such date (or the actual date of the second such G&C meeting in May, 2018), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder."

WHEREAS, the Seller and the Buyer have agreed to formally extend the said Transfer of

Title in order to timely submit the Agreement to G&C for approval.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Paragraph 5 of the Existing Agreement entitled "Transfer of Title" is hereby amended to read as follows:

"5. TRANSFER OF TITLE: On or before June 15, 2018 at Ransmeier & Spellman, One Capitol St., Concord, NH or some other place of mutual consent as agreed to in writing."

2. The aforesaid Addendum is hereby amended to read as follows:

"Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before June 6, 2018, which based on knowledge and belief shall be the date of the first meeting of G&C in June, 2018. In the event such approval is not obtained on or before such date (or the actual date of the first such G&C meeting in June, 2018), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder."

3. In all other respects, the Existing Agreement is hereby confirmed and shall remain unchanged.

4. This Second Addendum may be executed by the parties in separate counterparts, which read together shall constitute a fully executed original.

**SHAREN J. FULLER, TRUSTEE OF  
THE SHAREN J. FULLER  
REVOCABLE TRUST OF 2005, u/d/t  
dated January 27, 2005, Seller**

By: Sharen J Fuller dotloop verified  
05/04/18 8:03PM EDT  
RSJ-NKGB-MOZZ-HSQS  
Sharen J. Fuller, Trustee

\_\_\_\_\_  
Date

**STATE OF NEW HAMPSHIRE OFFICE  
OF THE ADJUTANT GENERAL, Buyer**

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Date

**SECOND ADDENDUM TO PURCHASE AND SALES AGREEMENT**

**BETWEEN**

**SHAREN J. FULLER, TRUSTEE OF THE SHAREN J. FULLER  
REVOCABLE TRUST OF 2005, u/d/t dated January 27, 2005**

**AND**

**STATE OF NEW HAMPSHIRE OFFICE OF THE ADJUTANT  
GENERAL**

THIS SECOND ADDENDUM is entered into as of the dates set forth below by and between **SHAREN J. FULLER, TRUSTEE OF THE SHAREN J. FULLER REVOCABLE TRUST OF 2005, u/d/t dated January 27, 2005** (the "Seller") and **STATE OF NEW HAMPSHIRE OFFICE OF THE ADJUTANT GENERAL** (the "Buyer") in modification of a certain Purchase and Sales Agreement by and between said parties dated 3/14, 2018 as to the Seller, and dated 3/15, 2018 as to the Buyer (the "Existing Agreement"), with respect to certain real property, together with any and all structures and improvements thereon, situated on Mayhew Turnpike, so-called, in the Town of Plymouth, County of Grafton and State of New Hampshire and fully described in the Existing Agreement (the "Property").

WITNESSETH:

WHEREAS, Paragraph 5 of the Existing Agreement established "Transfer of Title" to occur on or before June 1, 2018, at Ransmeier & Spellman, P.C. in Concord, New Hampshire, or some other place of mutual consent as agreed to in writing; and

WHEREAS, the Addendum appended to said Existing Agreement stated as follows:

"Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before May 16, 2018, which based on knowledge and belief shall be the date of the second meeting of G&C in May, 2018. In the event such approval is not obtained on or before such date (or the actual date of the second such G&C meeting in May, 2018), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder."

WHEREAS, the Seller and the Buyer have agreed to formally extend the said Transfer of Title in order to timely submit the Agreement to G&C for approval.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Paragraph 5 of the Existing Agreement entitled "**Transfer of Title**" is hereby amended to read as follows:

"5. TRANSFER OF TITLE: On or before June 15, 2018 at Ransmeier & Spellman, One Capitol St., Concord, NH or some other place of mutual consent as agreed to in writing."

2. The aforesaid Addendum is hereby amended to read as follows:

"Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before June 6, 2018, which based on knowledge and belief shall be the date of the first meeting of G&C in June, 2018. In the event such approval is not obtained on or before such date (or the actual date of the first such G&C meeting in June, 2018), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder."

3. In all other respects, the Existing Agreement is hereby confirmed and shall remain unchanged.

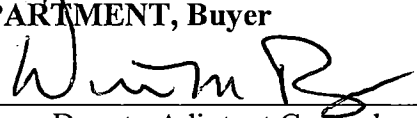
4. This Second Addendum may be executed by the parties in separate counterparts, which read together shall constitute a fully executed original.

**SHAREN J. FULLER, TRUSTEE OF  
THE SHAREN J. FULLER  
REVOCABLE TRUST OF 2005, u/d/t  
dated January 27, 2005, Seller**

By: \_\_\_\_\_  
Sharen J. Fuller, Trustee

\_\_\_\_\_  
Date

**STATE OF NEW HAMPSHIRE  
ADJUTANT GENERAL'S  
DEPARTMENT, Buyer**

By:   
Its Deputy Adjutant General  
Duly authorized

5/7/2018  
Date



TO BE COMPLETED BY SELLER

1. SELLER: Sharon Fuller  
2. PROPERTY LOCATION: Mayhew Turnpike, Plymouth NH, 03264

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

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

5. WATER SUPPLY (Please answer all questions regardless of type of water supply)  
a. TYPE OF SYSTEM:  None  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_  
b. INSTALLATION: Location: \_\_\_\_\_ Installed By: \_\_\_\_\_  
Date of Installation \_\_\_\_\_ What is the source of your information? \_\_\_\_\_  
c. USE: Number of Persons currently using the system: \_\_\_\_\_  
Does system supply water for more than one household?  Yes  No  
d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
Pump:  Yes  No  N/A Quantity:  Yes  No  Unknown  
Quality:  Yes  No  Unknown  
If YES to any question, please explain in Comments below or with attachment.  
e. WATER TEST: Have you had the water tested?  Yes  No Date of most recent test \_\_\_\_\_  
IF YES to any question, please explain in Comments below or with attachment.  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations?  Yes  No  
IF YES, are test results available?  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_  
f. COMMENTS: \_\_\_\_\_

6. SEWAGE DISPOSAL SYSTEM  
a. TYPE OF SYSTEM: Public:  Yes  No Community/Shared:  Yes  No None  
Private:  Yes  No Unknown:  Yes  No  
None:  Yes  No Septic/Design Plan in Process?  Yes  No  
Septic Design Available?  Yes  No  
b. IF PUBLIC OR COMMUNITY/SHARED:  
Have you experienced any problems such as line or other malfunctions?  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_  
c. IF PRIVATE:  
TANK:  Septic Tank  Holding Tank  Cesspool  Unknown  Other \_\_\_\_\_  
Tank Size  500 Gal.  1,000 Gal.  Unknown  Other \_\_\_\_\_  
Tank Type  Concrete  Metal  Unknown  Other \_\_\_\_\_  
Location: \_\_\_\_\_ Location Unknown Date of Installation: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_  
Have you experienced any malfunctions?  Yes  No Comments: \_\_\_\_\_  
d. LEACH FIELD:  Yes  No  Other None  
IF YES: Size \_\_\_\_\_ Location: \_\_\_\_\_ Unknown  
Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
Have you experienced any malfunctions?  Yes  No  
Comments: \_\_\_\_\_  
e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A?  Yes  No  Unknown  
IF YES, has a site assessment been done?  Yes  No  Unknown  
SOURCE OF INFORMATION: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

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

SELLER(S) INITIALS SF BUYER(S) INITIALS WF 1, 3/19/10



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: Mayhew Turnpike, Plymouth NH 03264

7. HAZARDOUS MATERIAL

UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property?  YES  NO  UNKNOWN

IF YES: Are tanks currently in use?  YES  NO

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

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

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

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

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

Are tanks registered with the Department of Environmental Services (D.E.S.)?  YES  NO  UNKNOWN

If tanks are no longer in use, have tanks been abandoned according to D.E.S.?  YES  NO  UNKNOWN

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

8. GENERAL INFORMATION

a. Is this property subject to Association fees?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

If YES, what is your source of information? \_\_\_\_\_

b. Is this property located in a Federally Designated Flood Zone?  YES  NO  UNKNOWN

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

If YES, Explain: \_\_\_\_\_

d. What is your source of information? \_\_\_\_\_

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors?  YES  NO  UNKNOWN

If YES, Explain: \_\_\_\_\_

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

If YES, Explain: Current Use

g. How is the property zoned? Agricultural Source: \_\_\_\_\_

h. Has the property been surveyed?  YES  NO  UNKNOWN If YES, is the survey available?  YES  NO

i. Has the soil been tested?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

j. Has a percolation test been done?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

k. Has a test pit been done?  YES  NO  UNKNOWN If YES, are the results available?  YES  NO

l. Have you subdivided the property?  YES  NO  UNKNOWN

m. Are there any local permits?  YES  NO  UNKNOWN Please explain: \_\_\_\_\_

n. Are there attachments explaining any of the above?  YES  NO  UNKNOWN

o. Septic/Design plan available?  YES  NO  UNKNOWN

p. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)  YES  NO If YES, please explain: \_\_\_\_\_

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

SELLER(S) INITIALS SF 1

BUYER(S) INITIALS WR 13/19/18



TO BE COMPLETED BY SELLER

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

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

Sharon Fuller      9/25/15      \_\_\_\_\_      \_\_\_\_\_  
SELLER                      DATE                      SELLER                      DATE

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

Wm B      3/19/18      \_\_\_\_\_      \_\_\_\_\_  
BUYER                      DATE                      BUYER                      DATE



STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Plymouth Land Purchase

Contract Price

The Adjutant General's Department will pay a maximum total of \$384,518.71 for this purchase and the amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Payment Terms

The following amount shall be paid to Ransmeier & Spellman, P.C. on or before closing date and disbursed as follows by Ransmeier & Spellman, P.C.:


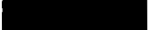
Sharen J. Fuller Revocable Trust of 2005 - Sale price of land	\$395,000.00
Less Escrow Deposit paid 2/27/15	- 11,850.00
Title Insurance Premium	990.00
Deed Recording Fee	28.71
Wiring Fee to Escrow/Trust Account	50.00
Miscellaneous Administrative Costs	300.00
	<u>\$384,518.71</u>

A closing meeting will be held at a time mutually agreeable between all parties at The Offices of Ransmeier & Spellman, P.C., Concord, New Hampshire where the transaction will be completed.

Method of Payment

Payment shall be made in the form of wire transfer (ACH) to the following account:

Bank Name: Merrimack County Savings Bank  
Address: 87 Main Street  
Concord, NH 03301  
Telephone: 603-225-2793

Account Name: Ransmeier & Spellman, P.C. Account (vendor code #157133)  
Account #:   
ABA Bank Routing#: 

**TRUSTEE CERTIFICATE**

SHAREN J. FULLER, TRUSTEE OF THE SHAREN J. FULLER REVOCABLE TRUST OF 2005, u/d/t dated January 27, 2005, and any amendments thereto, has full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said Trust, including the real estate situate in Plymouth, Grafton County, State of New Hampshire described in the Purchase and Sale Agreement dated March 14, 2018, 2018 between the said Trustee, as Seller, and the STATE OF NEW HAMPSHIRE OFFICE OF THE ADJUTANT GENERAL, as Buyer, and no purchaser or third party shall be bound to inquire whether the said Trustee has said power or is properly exercising said power or to see to the application of any Trust Asset paid to the Trustee for a conveyance thereof. The Trustee further certifies that the said Trust has not been revoked and remains still in full force and effect.

EXECUTED on this 7<sup>th</sup> day of May, 2018.

THE SHAREN J. FULLER REVOCABLE TRUST  
OF 2005

*Sharen J. Fuller, Trustee*

By: Sharen J. Fuller, Trustee

STATE OF NEW HAMPSHIRE

COUNTY OF Belknap

Before me this 7<sup>th</sup> day of May, 2018, personally appeared the above-named Sharen J. Fuller, Trustee of The Sharen J. Fuller Revocable Trust of 2005, and acknowledged the foregoing instrument to be her voluntary act and deed in said capacity.



*Kristina Davidov*  
Notary Public/Justice of the Peace

My Comm. Expires: 6/23/2022



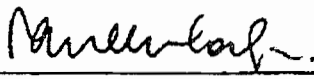
**OLD REPUBLIC**  
National Title Insurance Company

**COMMITMENT**

**SCHEDULE A**

1. Effective Date: March 20, 2018 at 08:00 AM
2. Policy or Policies to be issued: Amount
  - (a) Owner's Policy ALTA Own. Policy (10/17/92) \$ 395,000.00  
Proposed Insured:  
State of NH Office of the Adjutant General
  - (b) Loan Policy ALTA Loan Policy (10/17/92)  
Proposed Insured:
3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the Effective Date hereof vested in:  
Sharen J. Fuller, Trustee of the Sharen J. Fuller Revocable Trust of 2005 Sharen J. Fuller Rev Trust
4. The land referred to in this commitment is located at Mayhew Turnpike, known as Lot No(s). of the Subdivision, in the Town of of Plymouth, County of Grafton, State of New Hampshire, and is further described as set forth in Exhibit "A" attached hereto and made a part hereof.

**Ransmeier & Spellman P.C.**

By:   
Paul H. MacDonald, Esq.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401

By:  President

Attest:  Secretary

### SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instruments creating the estate or interest to be insured must be validly executed and duly recorded.
3. Payment of all taxes, charges, and assessments levied and/or assessed against the subject premises, which are due and payable.
4. Spouse of Grantor/Mortgagor to release homestead rights.
5. Upon full disclosure to the Company of the nature and scope of this transaction and our review and approval of the closing documents, the Company reserves the right to raise such other and further exceptions and requirements as it deems appropriate.
6. Payment in full of title insurance premium.
7. Warranty Deed from Sharen J. Fuller, Trustee of the Sharen J. Fuller Revocable Trust of 2005 to State of NH, Office of the Adjutant General to be recorded in the Grafton County Registry of Deeds.

## SCHEDULE B - SECTION II

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey and/or inspection of the premises would disclose, and which are not shown by the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date on which the proposed insured acquires of record for value the estate or interest, or mortgage thereon, covered by this commitment.
5. Liens for real estate taxes, assessments, and any municipal charges, which are not yet due and payable.
6. Title to and rights of the public and other entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets and ways.
7. Matters set forth on a certain plan entitled "Boundary Plan Prepared for Hans Hug, Plymouth, N.H." dated 19 December 1988 and recorded with the Grafton County Registry of Deeds as Plan # 5527.
8. Current Use Taxation by the Town of Plymouth for land of Sharen J. Fuller, Trustee of the Sharen J. Fuller Revocable Trust of 2005 recorded May 2, 2014 at the Grafton County Registry of Deeds.
9. Matters set forth on a certain plan entitled "Boundary Line Adjustment Between Lot 214-06 & Lot 214-05, Route 3A & Route 25, Plymouth, NH Grafton County" dated April 2017 and recorded with the Grafton County Registry of Deeds as Plan # 15311.

**EXHIBIT A**

A certain tract or parcel of land, situate on Mayhew Turnpike, Plymouth, County of Grafton and State of New Hampshire, more particularly bounded and described as follows:

Being shown on the Plymouth Tax Map as Map 214, Lot 5, further identified as "Remaining Area Lot 214-05+53.7 acres+/-" on a plan entitled "Boundary Line Adjustment Between Lot 214-06 & Lot 214-05, Route 3A and Route 25, Plymouth, NH, Grafton County" surveyed April 2017 and recorded with the Grafton County Registry of Deeds as Plan # 15311.

# Mayhew Trpk, Plymouth



0 250 500 1,000  
Feet  
NAD 1983 State Plane New Hampshire FIPS 2800 feet

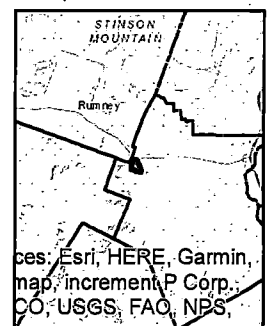
Data Source: GRANIT, NHARNG

Disclaimer: No warranty is made by NH National Guard as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. This map is a "living document", in that it is intended to change as new data become available and is incorporated into the Enterprise GIS database.

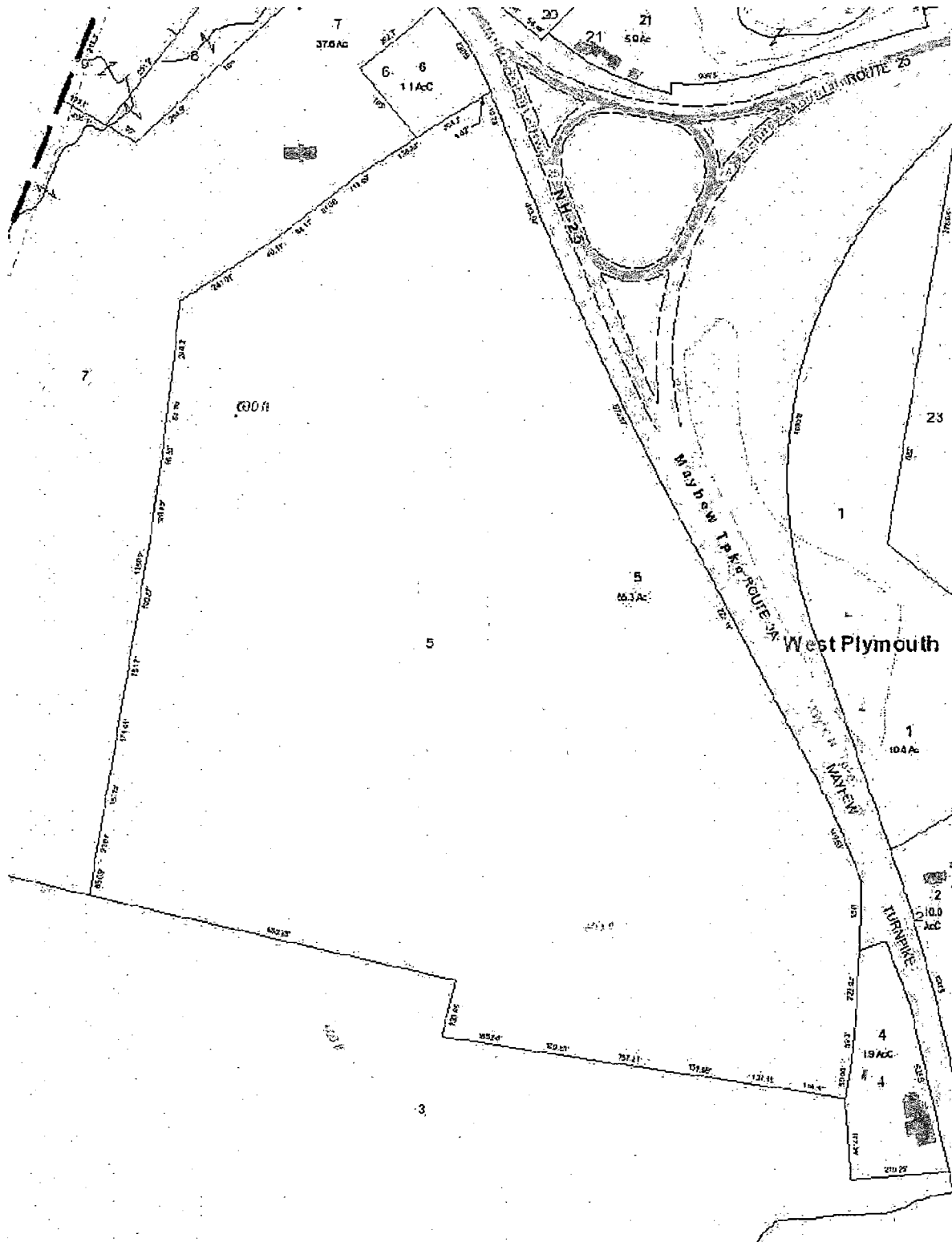
## Legend

Parcel Boundary

Created March 2018, NGNH-FMO-PPB



TOPOGRAPHIC TAX MAP - ONLINE





TAX MAP - ONLINE

