



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



107 [Signature]

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
April 8, 2013

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 3.5 +/- acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford to Annya, LLC for three hundred fifteen thousand (\$315,000.00) 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 KW Commercial from the proceeds of the subject sale in the amount of \$18,900.00 (6%) for real estate services, effective upon Governor and Executive Council approval

It has been determined by the Division of Finance that this parcel was originally purchased with 81.3% Federal Funds and 18.7% 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 (\$55,370.70), and Consolidated Federal Aid (\$240,729.30).

EXPLANATION

The Department of Transportation wishes to sell a 3.5 +/- acre parcel of land located on the easterly side of US Route 3 in the Town of Bedford. Federal project number DPR-F-0047(001), State project number 11512.

This parcel is a combination of two contiguous parcels acquired in 2004 that are located on the northeasterly corner of US Route 3 and the Manchester Airport Access Road westbound on/off ramp. These parcels were acquired in connection with the construction of the Manchester Airport Access Road project.

The State of New Hampshire will reserve slope easements as shown on the highway plans. This parcel will be granted one (1) access point to US Route 3; no access will be permitted to the Manchester Airport Access Road westbound on/off ramp.

This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

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 June 26, 2012, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with KW Commercial to sell the above property for \$350,000.00. This approval allowed the Department to enter into Purchase & Sales 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 June 26, 2012 meeting to compensate KW Commercial a 6% commission for the sale of this property.

KW Commercial marketed the subject property and brought all offers to the Department for consideration. On March 13, 2013, the Department entered into a Purchase and Sales Agreement with Annya, LLC for \$315,000.00.

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

Authorization is respectfully requested to sell the above-described 3.5 +/- acre parcel of land to Annya, LLC for \$315,000.00, and also to pay a commission of 6% (\$18,900.00) from the proceeds to KW Commercial. 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,

A handwritten signature in black ink, appearing to read "C. D. Clement", with a long, sweeping horizontal line extending to the right.

Christopher D. Clement, Sr.  
Commissioner

CDC/PJM/dd

Attachments

JUN 29 2012

RECEIVED



LRCP 12-035

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

June 26, 2012

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 26, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with KW Commercial, for the sale of a 3.5 +/- acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford for \$350,000, 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 June 11, 2012.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment



New Hampshire Housing  
Bringing You Home

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

JAN 22 2013

RECEIVED

January 14, 2013

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

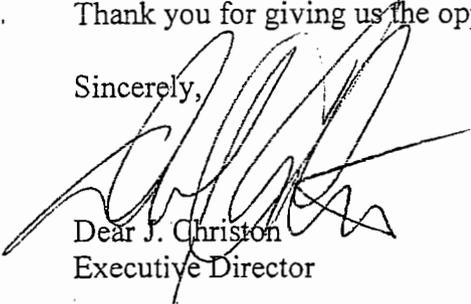
RE: Bedford Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Bedford described in your letter of July 9, 2012.

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

Sincerely,



Dear J. Christon  
Executive Director

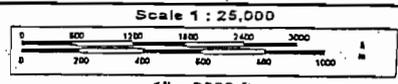
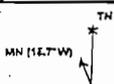
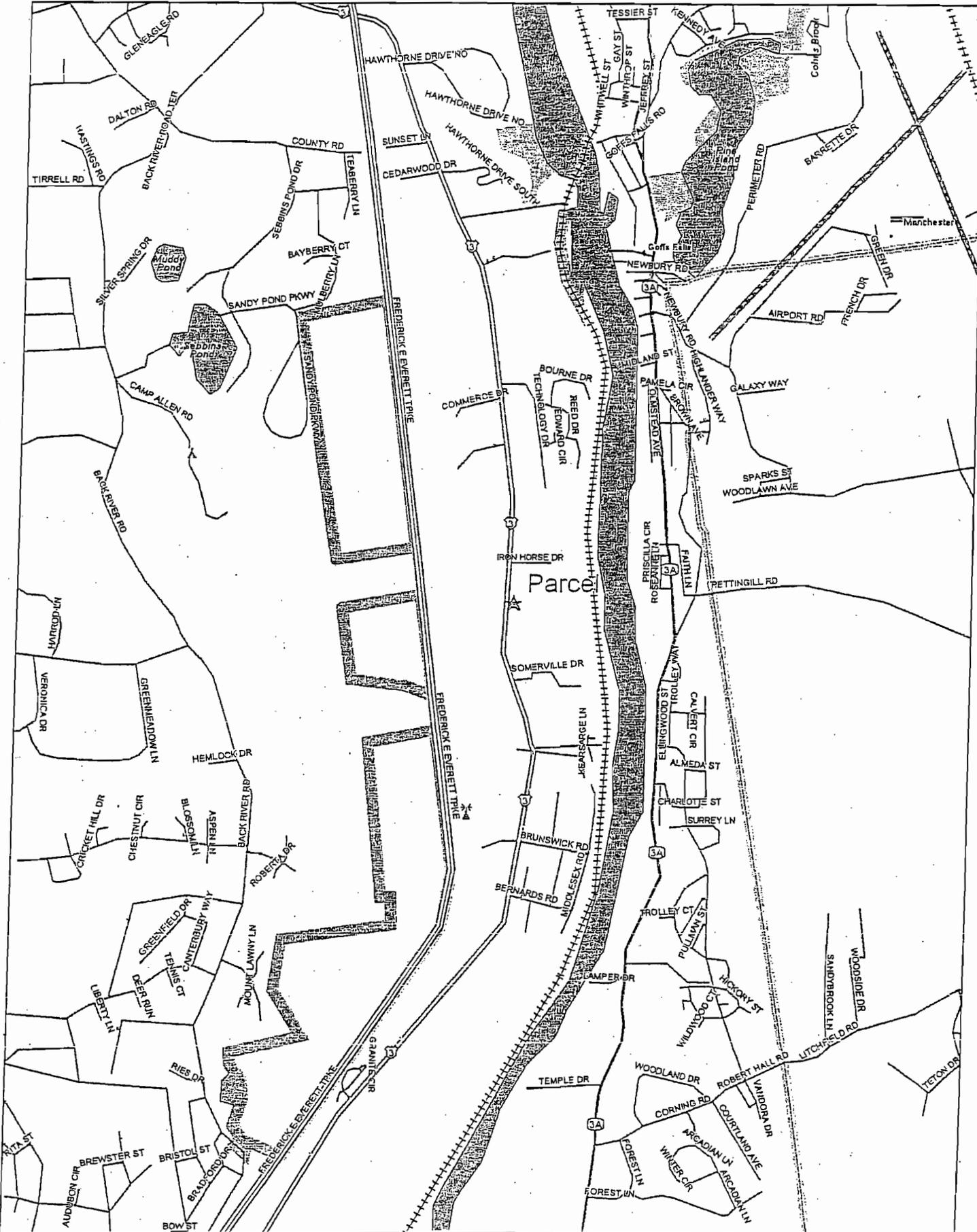
DJC:clp  
Attachments

New Hampshire Housing Finance Authority

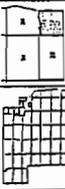
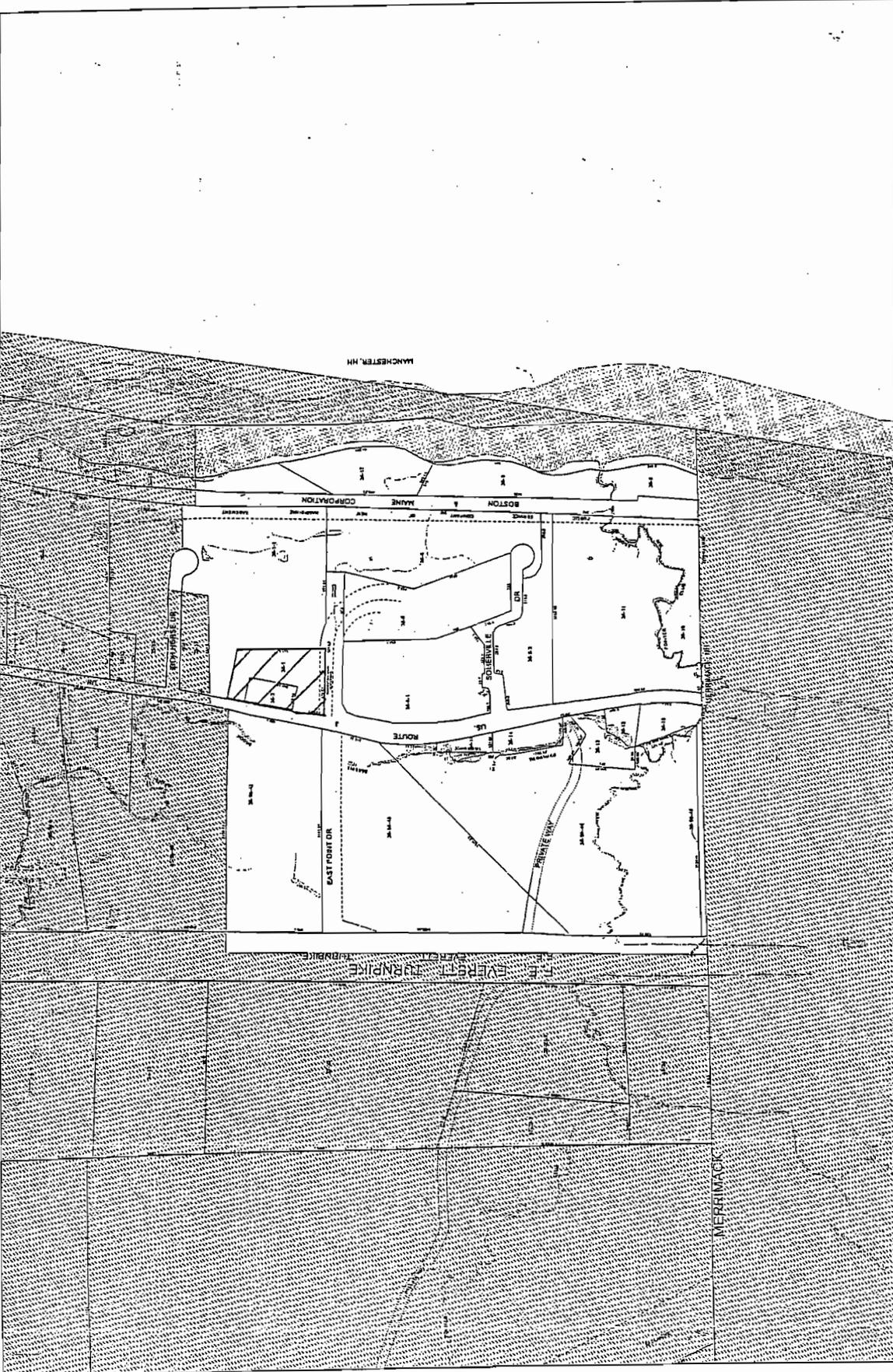
32 Constitution Drive Bedford, NH 03110 Mailing Address: P.O. Box 5087 Manchester, NH 03108 (603) 472-8623 TDD: (603) 472-2089

Littleton Office: 41 Cottage Street Littleton, NH 03561

[www.nhhfa.org](http://www.nhhfa.org)







1 inch = 200 feet  
0 100 200 feet

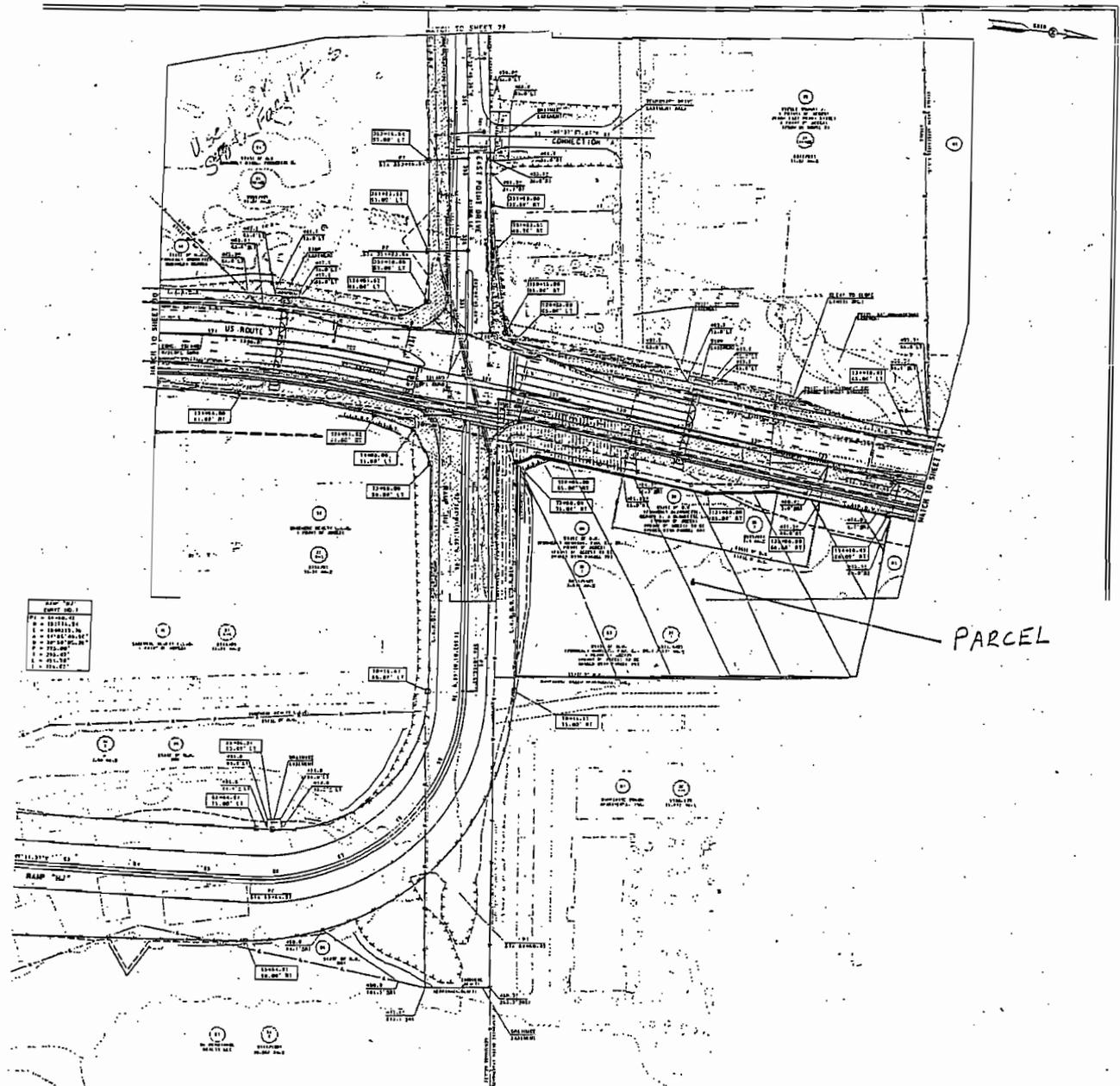
# BEDFORD, NH

THE DOCUMENT HAS BEEN PREPARED  
FOR THE PURPOSES OF THE  
ONLY INFORMATION SHOWN IS NOT  
TO BE USED FOR DEED DESCRIPTIONS.

Product Line  
Project Line  
Map No. 14-0076  
Revised Jan 2008

- Lot Line
- ROW Paper Line
- Open Water
- Essential Line
- ROW Ditch Line
- ROW Private Line
- Streams
- ROW Line
- Town Boundary
- Index Map





## PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT, dated as of the date upon which the Seller (defined below) signs this Agreement (“Effective Date”), by and between The State of New Hampshire By and Through the Department of Transportation, with an address of John O. Morton Building, 7 Hazen Drive, P.O. Box 483, Concord, New Hampshire 03302-0483 (hereinafter called “Seller”) and Annya, LLC, a Florida limited liability company, with an address of 29 Wright Acres Road, Bedford, New Hampshire 03110, or its assigns (hereinafter called “Buyer”).

### WITNESSETH:

WHEREAS, the Seller is the owner of two certain unimproved parcels of land located on South River Road/Route 3, Bedford, Hillsborough County, New Hampshire, identified as Bedford Tax Map 36, Lots 1 and 3, containing, in the aggregate, approximately 3.5 acres (“Premises”);

WHEREAS, the Premises will have one point of access on Route 3, a/k/a South River Road, which access point shall be approved by the Seller and shall be acceptable to the Buyer in its sole discretion; and

WHEREAS, the Buyer desires to purchase the Premises upon and subject to the terms and conditions herein set forth and the Seller is willing to sell the Premises upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Purchase and Sale.

1.01. The Seller shall sell and convey and the Buyer shall purchase the Premises upon and subject to the terms and conditions hereinafter set forth.

2. Purchase Price, Deposit and Mode of Payment.

2.01. The purchase price for the Premises shall be Three Hundred Fifteen Thousand Dollars (\$315,000.00) which shall be paid by the Buyer to the Seller as follows:

*CM/RL*

(a) A deposit within 3 business days of the execution of this Agreement by the Seller shall be made by the Buyer in the amount of Ten Thousand Dollars (\$10,000.00) and held in escrow by Orr & Reno, P.A., of One Eagle Square, Concord, New Hampshire, as Escrow Agent ("Escrow Agent"), in a non-interest bearing escrow account, the receipt of which is hereby acknowledged; and

(b) The balance of Three Hundred Five Thousand Dollars (\$305,000.00) at the Closing in cash or by bank or treasurer's check or other immediately available funds acceptable to the Seller; and

(c) At Closing, the Buyer shall pay to the Seller an administrative fee of One Thousand One Hundred Dollars (\$1,100.00) ("Administrative Fee"). The Administrative Fee shall be considered a separate closing cost, and it shall not be added to the purchase price.

### 3. Closing.

3.01. The Closing hereunder shall occur within ten business days of the final approval of the Governor and Executive Counsel under RSA 4:39-c I of the sale of the Premises to Buyer under this Agreement on a date that is mutually agreeable to the Seller and the Buyer. The Closing shall take place at the offices of Orr and Reno, P.A., One Eagle Square, Concord, New Hampshire 03301, or such other place as the parties may agree upon in writing. The terms "Closing" and "Closing Date" shall include any permitted extensions thereof. Time is of the essence in connection with the performance of this Agreement.

3.02. At the Closing, the Seller shall:

(a) convey the Premises to the Buyer (or Buyer's nominee) by Quitclaim Deed, in proper form for recording and acceptable to Seller. During the Review Period (defined in Section 4.01 hereof), Buyer shall cause the title to the Premises to be examined. If upon examination of title Buyer or its representative finds that the title to the Premises is not good and marketable, then Buyer shall notify Seller prior to expiration of the Review Period and Seller shall have the right, but not the obligation, within the following thirty (30) days to clear any defects. If Seller fails or refuses to cure such defects, then Buyer may, at its option, either rescind this Agreement in which event the Deposit will be returned to Buyer and neither party will have any further rights or duties hereunder or Buyer may proceed with the purchase by taking such title as Seller can convey without any diminution in the Purchase Price. Any title matters to which Buyer does not object or agrees to take subject to (other than mortgages encumbering the Premises to which Buyer hereby objects), will be deemed permitted encumbrances.

(b) deliver to the Buyer:

(i) a Seller's Title Insurance Affidavit as to mechanics lien and parties in

possession, dated the Closing Date, in form and substance that is pertinent to a transfer pursuant to a standard quitclaim deed and is substantially similar to the attached form of affidavit (Exhibit 3.02(b)(i));

(ii) possession of the Premises, free from all tenants and other encumbrances, except those encumbrances permitted hereby;

(iii) approval of a curb-cut on the Premises that is acceptable to both the Seller and Buyer;

(iv) such other customary documents as the title company may require as pertinent to a standard quitclaim deed;

(v) any and all other documents that are customarily required for real estate transactions in the Town of Bedford and State of New Hampshire.

3.03 At the Closing, the Buyer shall pay the purchase price as required by Article 2 above.

3.04 At the Closing, the Seller shall pay for the cost of recording any instruments required to clear title to the Premises (without obligation to clear title). The Buyer shall pay for the recording of the Deed and the Buyer shall pay its statutory share of any real estate transfer stamp tax required to record the Deed. The Seller is exempt from the requirement to pay its share of the real estate transfer tax. Each of the Buyer and the Seller shall execute and file with the New Hampshire Department of Revenue Administration an appropriate Real Estate Transfer Tax Declaration of Consideration with respect to the transfer stamp tax payable hereunder. To the extent necessary, the parties shall prorate all real estate taxes and utility charges.

#### 4. Review Period.

4.01. The Buyer shall have a review period ("Review Period") commencing on the date after the Seller signs this Agreement and terminating sixty (60) days thereafter. During such Review Period, the Buyer shall review the title and such documents and other information and make any and all physical inspections of the Premises which Buyer may desire to make or have made ("Due Diligence"). If any of the documents or information so provided or received by the Buyer, or the results of any such inspections made or caused to be made by the Buyer, or any other aspects of the Premises, are, for any reason, in the Buyer's sole discretion, unsatisfactory to the Buyer, the Buyer may terminate this Agreement by delivery of written notice so indicating (in general terms without having to specify which aspects, if any, are unsatisfactory) to the Seller within the Review Period. Upon delivery of such written notice by the Buyer, this Agreement will automatically terminate, the Deposit will be immediately refunded to the Buyer and thereafter the parties hereto will have no further rights or duties to each other under this Agreement. If such termination notice is not delivered within the Review Period, this Agreement will continue in full force and effect except for Buyer's right of termination as provided for herein, which shall cease. Buyer acknowledges that the Premises is being conveyed in its as-is condition, subject to all existing matters of record and subject to any patent

or latent defects as might exist, without any warranty or representation from Seller whatsoever. Buyer shall satisfy itself as to all matters during the Review Period.

5. Conditions Precedent.

5.01. The obligations of the Buyer hereunder shall be subject to the satisfaction of the following conditions precedent:

(a) Within 60 days of the sooner of the end of the Review Period (and any extensions thereof under this Agreement) or the Buyer's completion of its Due Diligence, Seller shall have completed its statutory approval process under NH RSA 4:39-c for the sale of the Premises to Buyer and any other approvals required by the Seller prior to Closing, which approvals shall include (i) the decision not to purchase the Premises by any entity under NH RSA 4:39-c that could exercise the right of first refusal to purchase the Premises (including the Town of Bedford and all other municipalities, State and/or County agencies granted the right to purchase the Premises under NH RSA 4:39-c) and (ii) the approval of the sale to Buyer by the Executive Council and Governor as required under NH RSA 4:39-c. If one of the statutorily entitled entities permitted to purchase the Premises from the State elects to do so, then the transaction will be handled by the Department of Transportation and no commission will be paid to the Broker identified in Paragraph 9. In such event the Deposit will be returned to the Buyer within ten (10) days of the decision by such entity to purchase the Premises and the parties shall thereupon be relieved of all obligations hereunder;

(b) Seller shall have notified the entities entitled under NH RSA 4:39-c that could exercise the right of first refusal to purchase the Premises (including the Town of Bedford and all other municipalities, State and/or County agencies granted the right to purchase the Premises under NH RSA 4:39-C), and shall have provided copies of such notices to Buyer;

(c) By the expiration of the Review Period, the Buyer shall have confirmed during its Due Diligence that it will be able to obtain all necessary permits and approvals for potential construction on the Premises;

(d) By the expiration of the Review Period the Buyer shall have completed its Due Diligence to its sole satisfaction, including obtaining such environmental, engineering and other inspections and reports with respect to the Premises as the Buyer shall deem necessary and appropriate and each such report shall be satisfactory to the Buyer in its sole discretion; and

(e) If the covenants and conditions referred to in (a) through (d) above, or if any of the environmental, engineering or other inspections and reports obtained by the Buyer with respect to the Premises shall be unsatisfactory in any respect in the Buyer's sole discretion, the Buyer shall have the right to terminate this Agreement at any time prior to that date which is ten (10) days after the expiration of the Review Period and upon such termination all deposits shall immediately be returned to the Buyer by the Escrow Agent;

provided, however, that the Buyer shall give written notice to the Seller of the Buyer's termination of this Agreement.

6. Possession.

6.01. Possession of the Premises, free of all tenants, shall be delivered to the Buyer at the time of the Closing. At the time of the Closing, the Premises shall be (a) in substantially the same condition as they are now in, (b) free of all personal property not being acquired by the Buyer hereunder, and (c) in compliance with the provisions of each instrument of conveyance referred to herein.

7. Seller's Inability to Deliver Title; Buyer's Election.

7.01. If (i) Seller shall be unable to convey good, clear record and marketable title to the Premises subject to the permitted encumbrances, or to deliver possession of the Premises to the Buyer, all as herein provided, or (ii) at the time of the Closing, the Premises do not conform with the provisions of Section 6.01 hereof, then, at the Buyer's option, the deposit shall be forthwith refunded to the Buyer in accordance with the provisions hereof, and all other obligations of the parties hereunder shall cease and this Agreement shall be void without any further recourse to the parties hereto.

7.02. The Buyer shall have the election to accept such title as the Seller can deliver to the Premises in its then condition without deduction of the Purchase Price therefor, in which case the Seller shall convey such title.

8. Actions Pending the Closing. During the period from the date hereof until the Closing, the following provisions shall govern the Seller's activities with relation to the Premises.

8.01. Access to Information and Premises. The Seller will give the Buyer and its counsel, inspectors, engineers, accountants, and other representatives reasonable access, during normal business hours, to the Premises and will furnish the Buyer and such representatives during such period with any available information and data concerning the construction, development and operation of the Premises as the Buyer or such representatives reasonably may request. Buyer acknowledges that to the extent any information is provided to Buyer by Seller, such information is provided as an accommodation only, as an aid to Buyer in performing its own Due Diligence. Such information will be provided without representation or warranty as to accuracy or completeness as Buyer shall use the same at its sole risk. The Buyer, at its expense, may take measurements, show the Premises to contractors, architects, insurers, banks and other lenders or investors, and prospective tenants, and conduct environmental tests, soil tests, borings, percolation tests, surveys, site, analysis, structural tests, and such other tests, inspections or investigations with respect to the Premises as the Buyer may desire. The Seller agrees to cooperate with the Buyer and assist the Buyer, provided that all inspections shall be conducted during normal business hours (or such other time as is reasonably necessary to conduct such inspections or tests) and shall not unreasonably interfere with the conduct of normal business of

CRB/RL

the Seller. The Seller agrees that the Buyer may discuss the Premises with and make inquiries of any state or local officials or authorities and may seek such variances, permits, certificates, consents and approvals as the Buyer deems appropriate. The Buyer agrees to repair any damage to the Premises resulting from such inspections and investigations. The Buyer shall, at its sole cost and expense, restore the Premises as nearly as possible to its original condition after conducting such studies and examinations. The Buyer shall indemnify and hold the Seller harmless from and against all loss, cost, claims, liability or expenses (including reasonable attorneys fees) arising out of the performance of such engineering studies and surveys as are conducted under this Agreement. Buyer shall obtain sufficient liability insurance covering all of Buyer's activities on the Premises.

8.02. The Seller shall maintain in full force and effect any existing insurance policies relating to the Premises.

9. Brokerage.

9.01. The parties hereto acknowledge and agree that KW Commercial NH & Mass, as agent for the Seller, brought about the sale contemplated by this Agreement. The Seller shall be solely responsible for the payment of its agreed-upon commission to KW Commercial NH & Mass. If any other broker makes a claim for a commission, then the party against whom the claim is made shall indemnify and hold harmless the other from and against all claims for brokerage commissions on account of this sale by any person and for all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred in connection with any such claims.

10. Eminent Domain.

10.01. In the event that the Premises shall be subject to an eminent domain proceeding prior to the Closing hereunder, the Buyer at any time after the occurrence of such taking up to the time of the Closing may elect to terminate this Agreement by written notice to the Seller, in which event the deposit (including the additional deposit made in accordance with Section 3.01) made by the Buyer hereunder shall be refunded promptly to the Buyer and all other obligations of the parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect.

11. Rights Upon Default.

11.01. If the Buyer shall default in the performance of its obligations hereunder, the Seller's sole remedy shall be to declare this Agreement void and to retain the Deposit as liquidated and inclusive damages and not as a penalty.

11.02. If the Seller shall default in the performance of its obligations hereunder, the Buyer may terminate this Agreement and require that all deposits be refunded and seek a claim against the State for damages incurred pursuant to Section 8.01, provided, however, that Buyer shall provide Seller with the test results obtained by Buyer as part of its Due Diligence under that Section. In no event shall the Seller be liable for incidental or consequential damages or lost

profits from its breach of this Agreement.

12. Escrow Agent.

12.01. The Escrow Agent shall hold the deposits in escrow for the benefit of the parties hereunder. The Escrow Agent shall release the deposits at the Closing. The delivery and acceptance of the quitclaim deed by the parties hereto shall be deemed to be a general release of the Escrow Agent for all responsibilities and liabilities under this Agreement. The Buyer and the Seller shall each, jointly and severally, indemnify and hold the Escrow Agent harmless from and against any loss, cost or expense (including, without limitation, reasonable attorney's fees) and from any other liability in connection with the Escrow Agent's good faith performance under this Agreement. The Buyer and the Seller each waives all causes of action and other claims arising against the Escrow Agent under or in connection with the Escrow Agent's performance hereunder excepting, however, any liability arising out of the gross negligence or willful misconduct of the Escrow Agent. Seller acknowledges that the Escrow Agent is Buyer's attorney and is representing Buyer in connection with the purchase of the Premises.

13. Miscellaneous.

13.01. This Agreement shall be binding upon the parties hereto, their heirs, assigns and successors in interest.

13.02. This Agreement contains the entire agreement between the parties hereto. All prior understandings, oral or written, are merged herein. This Agreement may not be amended or modified except by a writing executed by the parties hereto.

13.03. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire. The parties hereby consent to the exclusive jurisdiction of the Hillsborough County Superior Court as to any disputes or matters related to this Agreement.

13.04. This Agreement may be executed in two or more counterparts each of which shall constitute an original but all of which taken together shall constitute one in the same instrument.

13.05. All notices required or permitted to be given hereunder shall be in writing and sent by (i) certified, registered or express mail, postage prepaid, return receipt requested, (ii) by overnight mail by a nationally recognized overnight courier, (iii) facsimile to the facsimile number set forth below, (iv) hand delivered, or (v) electronic transmission, addressed as follows:

If to the Buyer:

Annya, LLC  
29 Wright Acres Road  
Bedford, NH 03110  
rcsendes@yahoo.com

with a copy to:

Connie Boyles Lane, Esquire  
Orr & Reno, P.A.  
One Eagle Square, P.O. Box 3550  
Concord, NH 03302-3550  
clane@orr-reno.com

If to the Seller:

The State of New Hampshire  
By and Through the  
Department of Transportation  
Bureau of Right of Way  
P.O. Box 483  
Concord, NH 03302-0483  
Fax: 603-271-6915

with a copy to:

Office of Attorney General  
Department of Justice  
c/o Transportation and Construction Bureau  
33 Capital Street  
Concord, NH 03301  
Fax: 603-271-2110

Any party hereto may change the person or address to whom or which notices are to be given hereunder by notice duly given hereunder. Any notice hereunder shall be effective upon receipt thereof by the party to whom the notice is directed. Notices shall be deemed given to a party if delivered to or given by such party's legal counsel.

13.06. No delay or omission by any party hereto to exercise any right or power occurring upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement contained herein.

13.07. The parties hereto agree that up to and after the date of the Closing, they shall do such things and execute, acknowledge and deliver any and all additional agreements, instruments and documents as either party may reasonably request in order to effectuate the purposes of this Agreement.

13.08. Neither party will make any disclosure of the transaction described in this

CAS/RC

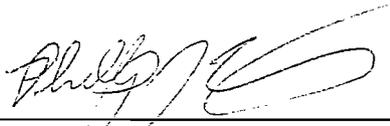
Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed, except that either party may make such disclosure, without the consent of the other party, if, in the opinion of such party's counsel, disclosure is required by law or regulatory rules governing disclosure of information by such party. Notwithstanding the foregoing, the parties shall have the right to disclose the terms of this transaction to their respective attorneys, accountants, lenders, advisors, investors, officers, employees, directors, public officials, and agents on a need-to-know basis, and Seller shall have the right to make the necessary disclosures in connection with the statutory approval process described in Section 5.01.(a).

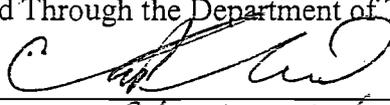
13.09 Seller's Representations Regarding NH RSA 4:39-c: Seller represents that (i) it has notified the entities entitled to acquire the Premises from Seller under NH RSA 4:39-c and any other New Hampshire statute and/or regulation and (ii) that as of the date of the Seller's signing of this Agreement, none has expressed interest in acquiring the Premises. Seller represents and warrants that it has obtained approval from the Long Range Capital Planning and Utilization Committee as required under NH RSA 4:39-c I. Seller shall promptly provide any additional notice of Buyer's purchase of the Premises on the Closing Date required under NH RSA 4:39-c or other relevant statutes to the relevant entities upon the approval of the Governor and Executive Council of the sale to Buyer under this Agreement. Seller shall notify Buyer within 2 business days if any entity entitled to acquire the Premises from Seller under RSA 4:39-c and any other New Hampshire statute or regulation express interest in acquiring the Premises and/or determines that it will acquire the Premises. Seller understands that Buyer is relying on its representations in connection with its Due Diligence under this Agreement.

*[The next page is the Signature Page]*

*CBG/RC*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

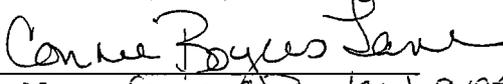
  
\_\_\_\_\_  
Witness  
Date: March 7, 2013

THE STATE OF NEW HAMPSHIRE  
By and Through the Department of Transportation  
By:   
Print Name: Charles Schmidt  
Print Title: Administrator - ROW

  
\_\_\_\_\_  
Witness  
Date: March 13, 2013

ANNYA, LLC  
By:   
\_\_\_\_\_  
Robert Csendes, Manager

The Escrow Agent hereby accepts its responsibilities hereunder and acknowledges receipt of the \$10,000.00 deposit.

ORR & RENO, P.A., Escrow agent  
By:   
Print Name: Connie Boyles Lane  
Print Title: Director

**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.



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire ("SELLER"), hereby gives the undersigned KW Commercial NH ("FIRM"), on this date, 7/11/2012. In consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at tax lots 36-1 and 36-3 on South River Rd approximately 3.5 Acres Bedford, NH 03110 owned by SELLER consisting of \_\_\_\_\_ land and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book \_\_\_\_\_ Page \_\_\_\_\_ ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 350,000.00 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.

2. THIS AGREEMENT SHALL BE IN EFFECT from 7/12/2012 through 7/12/2013. 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 canceled. 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.

3. 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 Ronald Fradette as SELLER'S designated agent(s).

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains. If SELLER would like the property shown to buyers who are also represented by the 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 [Signature] DATE 7/18/12 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a _____% commission of the contract price or _____ Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by FIRM
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>3</u> % commission of the contract price or _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3</u> % commission of the contract price or _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this box is checked, property cannot be placed in MLS.	

Seller(S) Initials CAS , 7/16/12 Firm Representative Initials [Signature]

**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.



**7. SPECIAL CONDITIONS - SELLER agrees:**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed other than SELLER'S broker.
	If "Yes" is checked above:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker and <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker and <input checked="" type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.

**B. ADDITIONAL PROVISIONS**

All offers are subject to the following conditions:

- 1) First right of refusal to purchase the property by the Town(s) where the property is located, the New Hampshire Housing Finance Authority and other State and County agencies. If one of these entities were to purchase this parcel, the transaction will be handled by the Department of Transportation and no commission will be paid to the realtor
- 2) Sale subject to approval by the Governor and Executive Council
- 3) In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,100.00 at closing
- 4) Parcel will have only one (1) access point to US Route 3 *CRS 7/16/12*

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

*[Signature]*                      7/16/12  
 SELLER                                              DATE

\_\_\_\_\_  
 SELLER                                              DATE

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY                                              STATE                                              ZIP

\_\_\_\_\_  
 CITY                                              STATE                                              ZIP

\_\_\_\_\_  
 FIRM                                              KW Commercial NH

*[Signature]*                      Director                      7/16/2012  
 BY                                              TITLE                                              DATE

\_\_\_\_\_  
 ADDRESS                                              168 South River Rd

\_\_\_\_\_  
 CITY                                              STATE                                              ZIP                                              Bedford, NH 03110

