



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Handwritten initials/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
September 17, 2013

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 4.4 +/- acre parcel of State owned land located at the corner of Radburn Street, Smyth Road, and Mammoth Road, also located on the easterly side of Interstate 93 in the City of Manchester to Sterling Homes in Manchester, LLC for one hundred thirty -five thousand (\$135,000.00) 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 Coldwell Banker Residential Brokerage from the proceeds of the subject sale in the amount of \$8,100.00 (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 90% Federal Funds and 10% 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 (\$12,690.00), and Consolidated Federal Aid (\$114,210.00).

EXPLANATION

The Department of Transportation wishes to sell a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road, and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester.

This parcel of vacant land was acquired by the State in 1970 and consists of a parcel located outside of the Interstate 93 as well as a portion of the Limited Access Right-of-Way of Interstate 93 acquired in conjunction with the construction of Interstate 93 project, Manchester-Hudson I-93-1(65)23, P-5873-A, through this area.

Access to this parcel would be allowed from Radburn Street or Smyth Road only.

Also, as a condition of the sale, the buyer would at their expense have a six-foot chain link fence and concrete bounds installed along the adjusted Right-of-Way that conform to State Standards and Specifications.

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 November 3, 2011, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Coldwell Banker Residential Brokerage to sell the above property for \$250,000.00. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines. Also, the Long Range Capital Planning and Utilization Committee approved at their November 3, 2011 meeting to compensate Coldwell Banker Residential Brokerage a 6% commission for the sale of this property.

Steve Tetrault, the realtor who is marketing this property, has received little interest in this property and has discussed with the Department an adjustment in the listing price for this property stating that a price reduction would be necessary to generate new activity on this parcel.

After discussions with the realtor and review of the provided information, it was decided that a revised listing value of \$150,000.00 would be appropriate.

On September 18, 2012, the Long Range Capital Planning and Utilization Committee approved the lowering of the listing price of the property to \$150,000.00, and allowed negotiations within the Committee's current policy guidelines.

On March 5, 2013, the Long Range Capital Planning and Utilization Committee approved to renew the listing agreement with Coldwell Banker Residential Brokerage for the sale of this property, which expired on March 15, 2013.

Coldwell Banker Residential Brokerage marketed the subject property and brought all offers to the Department for consideration. On September 9, 2013, the Department entered into a Purchase and Sale Agreement with Sterling Homes in Manchester, LLC for \$135,000.00 plus a \$1,100.00 Administrative Fee.

In accordance with RSA 4:39-c, the City of Manchester 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 4.4 +/- acre parcel of land to Sterling Homes in Manchester, LLC for \$135,000.00, and also to pay a commission of 6% (\$8,100.00) from the proceeds to Coldwell Banker Residential Brokerage. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees, and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,



Christopher D. Clement, Sr.  
Commissioner

MAR 08 2013

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LRCP 13-011

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

March 6, 2013

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

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on March 5, 2013, approved the request from the Department of Transportation, Bureau of Right-of-Way, to extend the listing agreement with Coldwell Banker for a term of six (6) months, for the sale of a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester for the current listing price of \$150,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 13, 2013.

This item (LRCP 11-032) was originally approved by the Long Range Capital Planning and Utilization Committee on November 3, 2011, with subsequent approved action taken on (LRCP 12-045) September 18, 2012.

Sincerely,

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

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

SEP 20 2012

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LRCP 12-045

JEFFRY A. PATTISON  
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

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

September 18, 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 September 18, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$250,000 to \$150,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, utilizing Coldwell Banker to sell a 4.4 acre parcel of land located on the corner of Radburn Street, Smyth Road, and Mammoth Road (with the parcel also being located on the easterly side of Interstate 93) in the City of Manchester, subject to the conditions as specified in the request dated August 17, 2012.

This item (LRCP 11-032) was originally approved by the Long Range Capital Planning and Utilization Committee on November 3, 2011.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey A. Pattison".  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

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LRCP 11-032

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

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

State of New Hampshire

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

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

November 4, 2011

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

Dear Mr. Schmidt,

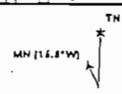
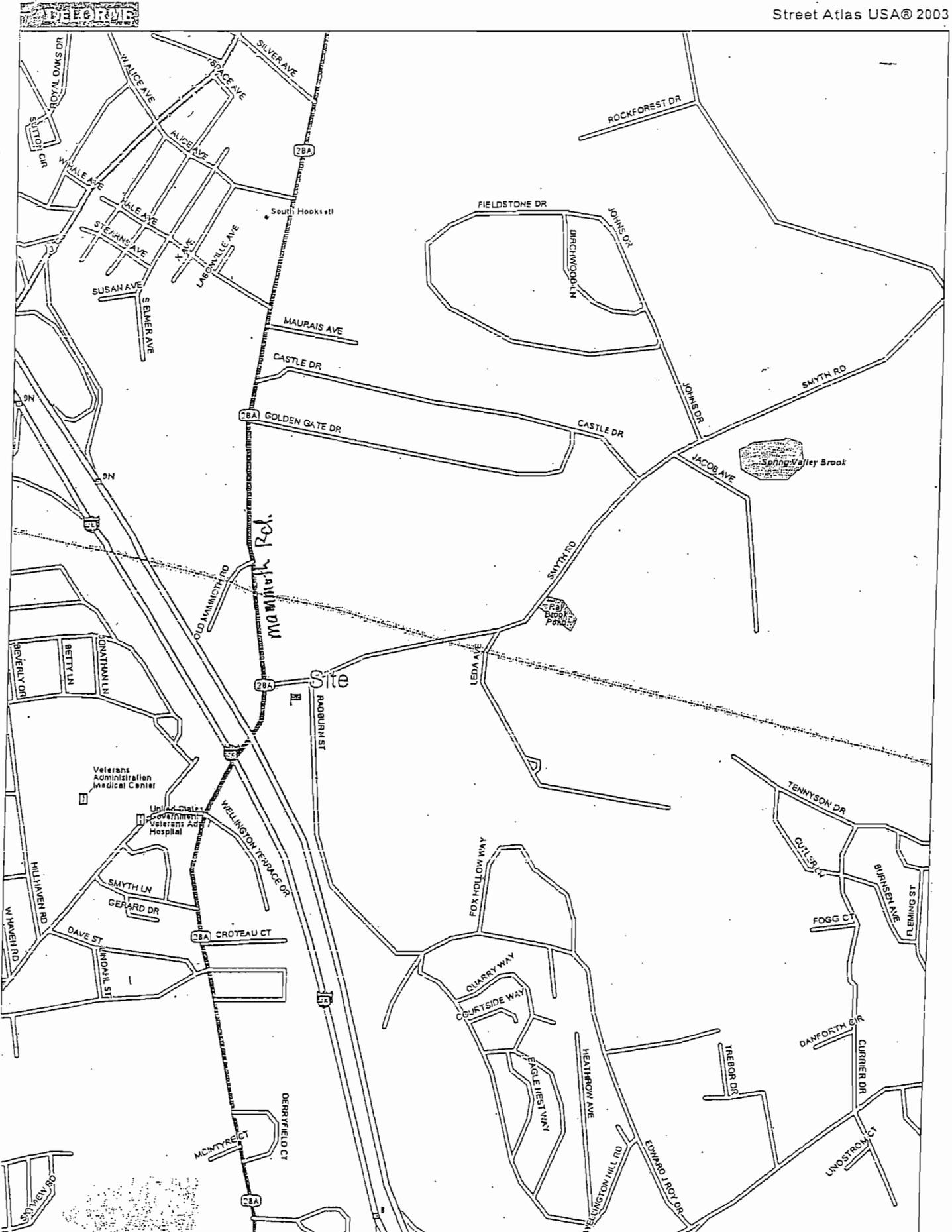
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 3, 2011, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Coldwell Banker for a term of one (1) year, allowing negotiations within the Committee's current policy guidelines, to sell a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road, and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester for \$250,000 and assess an additional \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated September 26, 2011.

Sincerely,

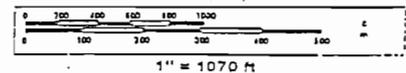
A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison  
Legislative Budget Assistant

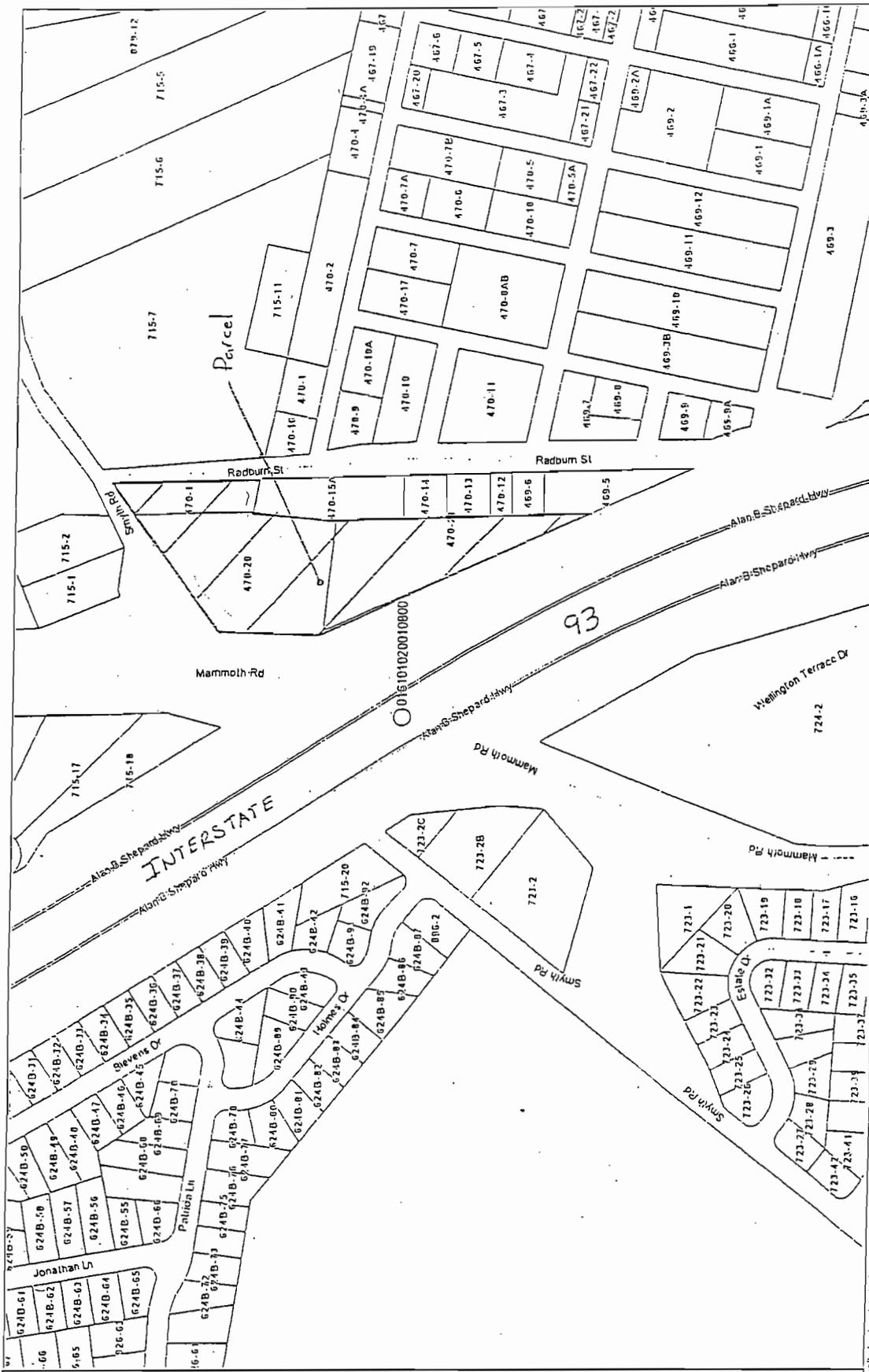
JAP/pe  
Attachment



Scale 1 : 12,800



1" = 107.0 M



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability for particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from this map.



**New Hampshire Housing**  
*Bringing You Home*

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

NOV 05 2012

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November 2, 2012

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

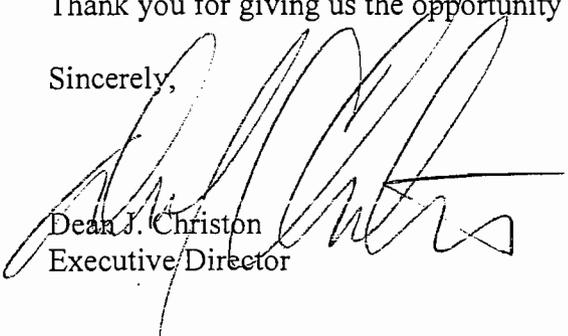
RE: Manchester Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Manchester described in your letter of September 25, 2012.

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

Sincerely,



Dean 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)

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



\_\_\_\_\_, \_\_\_\_\_ ("EFFECTIVE DATE")  
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 29th day of August, 2013 between State of NH ("SELLER") of \_\_\_\_\_, City/Town Concord, State NH Zip \_\_\_\_\_ and Sterling Homes in Manchester, LLC ("BUYER") of 724 East Industrial Park #13, City/Town Manchester, State NH Zip 03109.
  2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Manchester located at Smyth/Radburn Street and commonly known as tax maps 21, 20, 19 (approx. 4.4 acres of land) County Hillsborough Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ ("PROPERTY").
  3. The SELLING PRICE is One Hundred Thirty-Five Thousand Dollars \$ 135,000.00 A DEPOSIT in the form of \_\_\_\_\_, is to be held in an escrow account by \_\_\_\_\_ ("ESCROW AGENT"), BUYER  has delivered, or  will deliver to the ESCROW AGENT's FIRM within 1 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 2,500.00 If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_ will be delivered on or before n/a. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$ 132,500.00
  4. DEED: Marketable title shall be conveyed by a Quitclaim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.
  5. TRANSFER OF TITLE: On or before October 17, 2013 at local attorney or title co. office. or some other place of mutual consent as agreed to in writing.
  6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: None.
- Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within \_\_\_\_\_ hours prior to time of closing to ensure compliance with the terms of this Agreement.
7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:  
Steve Tetrault of Coldwell Banker Residential Brokerage is a  seller agent  buyer agent  facilitator  disclosed dual agent\*  
\_\_\_\_\_ of \_\_\_\_\_ is a  seller agent  buyer agent  facilitator  disclosed dual agent\*  
\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.  
 NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.
  8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ \_\_\_\_\_.

SELLER(S) INITIALS CJS BUYER(S) INITIALS [Signature]

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

10. **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.  
transfer of title

11. **PROPERTY INCLUDED:** All Fixtures land and any applicable rights

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 can establish its presence and equipment is available to remove it from the air or water.

**LEAD PAINT:** Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required  YES  NO

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

14. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.  
 This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. 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

SELLER(S) INITIALS                     

BUYER(S) INITIALS

**PURCHASE AND SALES AGREEMENT**  
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returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or

(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

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

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

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within 15 days from the effective date of the Agreement failing which such contingency shall lapse.

16. **LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. **PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. **FINANCING:** This Agreement ( is) ( is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \_\_\_\_\_ TERM/YEARS \_\_\_\_\_ RATE \_\_\_\_\_ MORTGAGE TYPE \_\_\_\_\_  
Cash sale.

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

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

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

SELLER(S) INITIALS CS BUYER(S) INITIALS [Signature]  
 © 2013 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED. 04.2013

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

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within n/a calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by n/a ("Financing Deadline"), then:

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

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

If, however:

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

Then SELLER shall have the option of either:

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

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

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

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

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

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

SELLER(S) INITIALS CAS

BUYER(S) INITIALS [Signature]

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PAGE 4 OF 5

**PURCHASE AND SALES AGREEMENT**  
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19. **ADDITIONAL PROVISIONS:** See attached addendum.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

20. **ADDENDA ATTACHED:**  Yes  No \_\_\_\_\_

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

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

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

<p><u>[Signature]</u> / <u>9/6/13</u>                  BUYER DATE / TIME                  Sterling Homes                  724 East Industrial Park #13                  MAILING ADDRESS                  Manchester NH 03109                  CITY STATE ZIP</p>	<p>_____/_____                  BUYER DATE / TIME                  in Manchester, LLC                  _____                  MAILING ADDRESS                  _____                  CITY STATE ZIP</p>
--	--

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

<p><u>[Signature]</u> / <u>9/9/13</u>                  SELLER DATE / TIME                  State of NH                  _____                  MAILING ADDRESS                  Concord NH                  CITY STATE ZIP</p>	<p>_____/_____                  SELLER DATE / TIME                  _____                  MAILING ADDRESS                  _____                  CITY STATE ZIP</p>
--	---

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



Addendum to the Purchase and Sales Agreement dated August 29, 2013, between  
State of NH, ("SELLER"), and  
Sterling Homes, in Manchester, LLC, ("BUYER"), for  
the property located at Smyth/Radburn Street and commonly, Manchester,

- hereby agree to the following:
- 1) Buyer shall be responsible for an additional \$1,100 Administrative Fee due to the State of NH at the time of sale.
  - 2) Sale is subject to the approval by the Governor and Executive Council
  - 3) First right of refusal to purchase the property by the City of Manchester, the New Hampshire Housing Finance Authority and other State and county agencies
  - 4) No access will be permitted to this parcel from Interstate 93 or Mammoth Road
  - 5) Buyer would at their expense have a six foot chain link fence and concrete bounds installed along the new right of way line which would conform to State specification and standards.

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.

[Signature]  
BUYER Sterling Homes

9/6/13  
DATE/TIME

BUYER in Manchester, LLC  
[Signature]  
SELLER State of NH

DATE/TIME  
9/9/13  
DATE/TIME

SELLER

DATE/TIME

**PROPERTY DISCLOSURE - LAND ONLY**  
 New Hampshire Association of REALTORS® Standard Form  
 TO BE COMPLETED BY SELLER



1. SELLER: State of New Hampshire Department of Transportation  
 2. PROPERTY LOCATION: Manchester Tex Hwp 470, Lot 19, 20, 21

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  
 Private:  Yes  No Unknown:  Yes  No  
 None:  Yes  No Septic/Design Plan in Process?  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: \_\_\_\_\_  
 LEACH FIELD:  Yes  No  Other \_\_\_\_\_  
 IF Yes: Size \_\_\_\_\_ Location: \_\_\_\_\_  Unknown  
 Date of Installation of leach field: \_\_\_\_\_  Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions?  Yes  No  
 Comments: \_\_\_\_\_  
 IS SYSTEM LOCATED IN A SHORELAND ZONE?  Yes  No  Unknown  
 IF YES, has a site assessment been done?  Yes  No  Unknown  
 SOURCE OF INFORMATION: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

SELLER(S) INITIALS CRS

BUYER(S) INITIALS JCM

**PROPERTY DISCLOSURE - LAND ONLY**  
 New Hampshire Association of REALTORS® Standard Form  
 TO BE COMPLETED BY SELLER



**PROPERTY LOCATION:** \_\_\_\_\_

**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: \_\_\_\_\_

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: \_\_\_\_\_

f. How is the property zoned? \_\_\_\_\_ Source: \_\_\_\_\_

g. Has the property been surveyed?  Yes  No  Unknown If Yes, is the survey available?  Yes  No

h. Has the soil been tested?  Yes  No  Unknown If Yes, are the results available?  Yes  No

i. Has a percolation test been done?  Yes  No  Unknown If Yes, are the results available?  Yes  No

j. Has a test pit been done?  Yes  No  Unknown If Yes, are the results available?  Yes  No

k. Have you subdivided the property?  Yes  No  Unknown

l. Are there any local permits?  Yes  No  Unknown Please explain: \_\_\_\_\_

m. Are there attachments explaining any of the above?  Yes  No  Unknown

n. Septic/Design plan available?  Yes  No  Unknown

o. 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: \_\_\_\_\_

**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) 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.

SELLER \_\_\_\_\_ DATE 2/4/12 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.

BUYER \_\_\_\_\_ DATE 9/10/13 BUYER \_\_\_\_\_ DATE \_\_\_\_\_



Exclusive Right to Sell Agreement  
New Hampshire

SELLER(s): State of NH ("Seller")  
PROPERTY ADDRESS: Tax Map # 470 lots 19, 20, 21 ("Property")  
LISTING PRICE: \$225,000. plus an administrative fee of \$1,100.

In consideration of the mutual covenants and agreements herein contained, Seller hereby grants to Coldwell Banker Residential Brokerage ("Coldwell Banker") the sole and exclusive right to list, market, sell and/or rent the Property, for the price and on the terms and conditions herein set forth.

1. TERM: The Term of this Agreement shall be from 02/15/12 to and including 02/15/12 ("Expiration Date"), as the same may be extended. The execution by Seller of any form required by any Multiple Listing Service (each an "MLS") to extend the Term of the multiple listing shall also constitute a like extension of the Term of this Agreement.
2. SCOPE OF COLDWELL BANKER REPRESENTATION: Coldwell Banker and its Designated Agent(s) named herein will: use reasonable efforts to procure a ready, willing and able Buyer (or Tenant/Lessee, as appropriate) of the Property in accordance with the price, terms and conditions of this Agreement; will work in Seller's best interest; and owe to Seller the fiduciary duties of an agent including accounting, care and competence, confidentiality, diligence, disclosure, fairness, good faith, honesty, loyalty and obedience to lawful instruction. Some of these duties will be altered if a Dual Agency situation arises, as described herein. Seller acknowledges that Coldwell Banker is being retained solely as a real estate broker and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, property manager or other professional service provider. Seller is advised to seek independent professional counsel concerning the condition of the Property, legal and tax matters, as well as other issues beyond the scope of real estate brokerage services offered by Coldwell Banker. In the event that Coldwell Banker provides to Seller names or sources for such advice and assistance, Seller acknowledges and agrees that Coldwell Banker does so as an accommodation only and that Coldwell Banker does not warrant or guaranty such services and/or providers. Coldwell Banker shall have no obligation to seek an extension to any date or deadline set forth in any written agreement between Seller and a Buyer, nor to seek the termination of any written agreement between Seller and a Buyer unless Seller, in a timely manner, explicitly makes such request in writing and Coldwell Banker specifically agrees to accommodate such request in writing.
3. COLDWELL BANKER IS GRANTED THE SOLE AND EXCLUSIVE RIGHT AND AUTHORITY TO: (a) Advertise the Property for sale and/or rent, and in relation thereto; (b) Post signs on the Property and to place a lock box on the Property in order to facilitate entry by cooperating brokers and others authorized to examine the Property; (c) Cooperate with and offer compensation to licensees acting in a Buyer Agent or Facilitator capacity (Note: Regardless of how compensated, buyer agents represent the interests of buyers, not sellers); (d) Photograph and/or video the Property and distribute information about the Property, including electronic images, and Seller also agrees that any photographic, video and/or electronic images of the Property that Coldwell Banker and/or its employees, agents, affiliates, servants or independent contractors create shall be and remain the sole and exclusive property of Coldwell Banker; (e) Control the marketing of the Property; (f) Display Property information on NEMoves.com and other internet websites; (g) List the Property with any MLS or other electronic database - and in this regard, unless Seller notifies Coldwell Banker in writing to the contrary, Seller hereby grants to Coldwell Banker express permission to enter Seller's name into and/or transmit Seller's name via and/or upload or post documents containing Seller's name to such MLSs or electronic databases, understanding that the same may be accessible to persons other than an agent of Seller; and (h) if requested, provide a copy of any written agreement for the purchase and sale of the Property to a buyer's lender, appraiser, title company and/or closing attorney in order to facilitate the financing and/or closing of a purchase and sale of the Property.
4. SELLER AGREES:
  - (a) To refer all inquiries and offers for the purchase and/or rental of said Property to Coldwell Banker;
  - (b) To cooperate with Coldwell Banker in every reasonable way;
  - (c) To pay Coldwell Banker a fee for professional services ("Commission") equal to 6.7-8 % of the gross sales price if:
    1. During the Term of this Agreement a buyer is procured ready, willing and able to buy the Property or any part thereof: (a) in accordance with the price, terms and conditions of this Agreement (even if Seller refuses to accept such an offer, for any reason); or (b) upon such other price, terms and conditions as shall be acceptable to Seller; or
    2. During the Term of this Agreement, the Property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase, through the efforts of anyone, including Seller, to any one, including a co-owner of the Property; or

EXCLUSIVE RIGHT TO SELL

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Seller Initials CNS



Coldwell Banker® is a registered trademark of Coldwell Banker LLC. An Equal Opportunity Company Equal Housing Opportunity

Each Office Is Owned And Operated By NRT LLC. © 2008 NRT LLC. Revised January 19, 2011

3. The Property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase within 180 days after the Term of this Agreement to anyone who was introduced to the Property by anyone, including Seller, prior to the expiration of said Term. However, in the event the Property is sold during said 180 day period with the participation of a licensed broker to whom Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement, then Seller will only owe to Coldwell Banker hereunder the difference between the fee called for herein and any lesser amount actually paid by Seller to such subsequent licensed broker.
- (d) If the sale of the Property entails the sale of land and the construction of a home and/or other structure(s) on the Property, then the Commission shall be calculated based on the aggregate of the price paid by the purchaser for the land and any building(s) and/or improvement(s) constructed thereon.
- (e) If Seller rents or grants an option to purchase the Property to a buyer/tenant during the Term of this Agreement, or if the Seller actually sells the Property to any such buyer/tenant within one (1) year of entering into any such rental agreement, to pay Coldwell Banker a Commission equal to ten percent (10%) of the total rent payments plus a Commission upon the sale of the Property to said tenant or optionee (based upon the percentage of sale price listed in this Agreement).
- (f) To pay all commissions payable hereunder no later than the closing date, including when the closing occurs after the Expiration Date of this Agreement; and Seller agrees that Coldwell Banker may retain any deposits held in escrow and apply said deposits against commission due.
- (g) To pay compensation based, in Coldwell Banker's sole and absolute discretion, on either a percentage of the Listing Price recited herein or Coldwell Banker's actual expenses attributable to the subject Property in the event that the Property is withdrawn from the market and/or made unmarketable under the provisions of this Agreement by a voluntary act of Seller without Coldwell Banker's prior written consent.
- (h) In the event that a buyer enters into an agreement to purchase the Property and thereafter fails to fulfill buyer's obligations under the agreement and if, as a result of such buyer's default, Seller retains any portion of any earnest money deposit made by such buyer in connection with the agreement, then Coldwell Banker shall be entitled to receive from Seller one-half of any such sum so retained or an amount equal to Coldwell Banker's fee for professional services rendered, whichever is less.
5. **DESIGNATED AGENCY:** Coldwell Banker practices Designated Agency, as provided in New Hampshire RSA 331-A. This means that Coldwell Banker, in the person of its Appointing Agent (typically, its Sales Office Manager), will appoint a specific real estate licensee to represent you as your Designated Agent. Only the Designated Agent(s) appointed herein or subsequently appointed will represent you. Your Designated Agent owes you fiduciary duties including loyalty, obedience to lawful instruction, disclosure, confidentiality, reasonable care and diligence and accounting for funds. No other Coldwell Banker licensee will represent you or owe you any fiduciary duties. Other Coldwell Banker licensees may represent potential purchasers of your Property. In the event another Coldwell Banker licensee should be acting as the Designated Agent for a potential purchaser of your property you will be so notified in writing. Seller and Coldwell Banker Agree that the following Coldwell Banker Licensee(s) shall be appointed as Seller's Designated Agent(s):

*Steve Tetrault*

*Print Name of Coldwell Banker Broker/Licensee(s)*

If you become involved in a transaction in which a Coldwell Banker Designated Buyer's Agent and your Coldwell Banker Designated Seller's Agent were appointed by the same Appointing Agent, then that Appointing Agent shall be deemed in Dual Agency (as that term is defined below) and, thus, shall be neutral as to any conflicting interests of both seller and buyer and will be duty bound to protect the confidentiality of material information of both seller and buyer, to disclose material defects and to account for funds deposited with the Appointing Agent and/or Coldwell Banker. The foregoing notwithstanding, the Dual Agency of an Appointing Agent in the circumstance described will not place either a Designated Seller's Agent or Designated Buyer's Agent in Dual Agency and, thus, such Designated Agents will continue to be able to offer full representation (including advice, counsel and advocacy) to their respective clients. All parties acknowledge and agree that, from time to time, circumstances may make it necessary for Coldwell Banker to designate another licensee to represent the Seller as Seller's Designated Agent, temporarily or permanently (such as in the event of vacation or illness), in place of or in addition to the licensee specified above, in which event Seller will be notified in writing of the name of any such new or additional designated agent, and Seller consents thereto herein. By signing this Agreement below, Seller acknowledges and agrees to the terms of this paragraph and, specifically, that the Licensee(s) named above and/or those who may subsequently be appointed by Coldwell Banker is/are authorized to represent Seller as Designated Seller's Agent and that Seller consents to Designated Agency.

6. **COVERING AGENTS:** From time to time it may be necessary for a Coldwell Banker licensee other than the Designated Seller's Agent to "cover for" the Designated Seller's Agent, for instance to host an Open House, to accompany a showing of the Property, attend a walk through or home inspection, etc., in place of and/or on behalf of the Designated Seller's Agent. Unless otherwise agreed, Seller hereby acknowledges and agrees that, in such circumstance, any such "covering" Coldwell Banker licensee shall be acting as a Facilitator and not as a Designated Agent of Seller.

**EXCLUSIVE RIGHT TO SELL**

Page 2 of 4

Seller Initials

*CTS*



- 10. **SHOWINGS:** Unless otherwise stated, Coldwell Banker shall retain a key to the Property and will have access for showing the Property to cooperating agents and prospective buyers.
- 11. **DISCLOSURES:** Seller agrees to disclose all known material information about the Property to Coldwell Banker and Coldwell Banker shall disclose all known material information to prospective buyers. Seller shall complete and sign the Property Disclosure form which shall be made available to all prospective Buyers of the Property.
- 12. **OFFERS and MULTIPLE OFFERS:** Coldwell Banker's obligation to seek offers shall terminate when a written offer has been accepted and signed by Seller, provided however that Coldwell Banker will present all written and signed offers that are received even if they are received after an offer is accepted. Seller also agrees that, in the event of a multiple offer situation, Coldwell Banker may disclose (to Buyers who have submitted offers and/or to any such Buyer's broker) the fact that Seller has received other offers on the Property.
- 13. **DEPOSIT DISBURSAL and DISPUTES:** It is Coldwell Banker's policy to require mutual written direction from buyers and sellers regarding disbursement of earnest money deposits held in escrow by Coldwell Banker. In the event of a dispute between a buyer and seller regarding rightful ownership of any such deposit, Coldwell Banker will retain all disputed funds in its escrow/trust account until Coldwell Banker receives notification that the dispute has been resolved either by mutual agreement of the parties or by an order of a court or arbitrator of competent jurisdiction. Upon mutual agreement of the parties involved in any lawsuit regarding a deposit, Coldwell Banker will transfer any disputed funds to the presiding court, but Coldwell Banker will not institute a legal action (e.g., "interpleader") to resolve such a dispute. In the event that Coldwell Banker, in its capacity as escrow agent, is made a party to any lawsuit regarding an escrow deposit then Coldwell Banker shall be entitled to recover reasonable attorney's fees and costs associated with the defense of said lawsuit, which fees and costs shall be deducted from the escrow deposit if seller is the prevailing party.
- 14. **EQUAL OPPORTUNITY:** Seller understands and agrees that the Property will be shown and made available to prospective buyers without regard to race, color, religion, sex, disability, familial status, national origin, age, sexual orientation or any other class or status protected under the Fair Housing Laws of the United States and of the State of New Hampshire.
- 15. **GENERAL TERMS OF AGREEMENT:** This document represents the entire agreement between Coldwell Banker and Seller and supersedes any other agreement of any nature or type, whether oral or written, which may be in existence between the parties in relation to the Property on the date of execution of this Agreement. This Agreement shall not be modified unless said modification is in writing and signed by all parties to be bound by any such modification; verbal modifications shall not be enforceable. This Agreement cannot be assigned by Seller. This Agreement shall bind the respective officers, directors, agents, attorneys, executors, administrators, distributees, successors, heirs and assigns, as the case may be, of Coldwell Banker and Seller. Seller agrees to indemnify and hold Coldwell Banker harmless from and against all loss, cost or expense including, but not limited to, reasonable attorney's fees in connection with the seller's breach of any term or condition of this Agreement. This Agreement shall be governed by the laws of the State of New Hampshire.

16. **SELLER CONTACT INFORMATION:**  
 Contact Phone: 271-6917 E-Mail Address: pmiles@dot.state.nh.us  
 Seller's Address (if different from Property): \_\_\_\_\_

17. **ADDITIONAL TERMS AND CONDITIONS:**  
*please see attached addendum (Language for Listing Agreements Under Section: Additional Provisions)*

**NOTE:** This is a legal document that creates binding obligations. If not understood, consult an attorney. The term Seller shall refer to and be binding upon all Sellers and their heirs and successors, and the term Broker shall include Coldwell Banker, its agents, affiliates and successors.

**BY SIGNING BELOW,** Seller and Coldwell Banker acknowledge that they have read and understand the entire Agreement, including the provisions relating to Designated Agency and Dual Agency, and Seller and Coldwell Banker hereby agree to said terms, conditions and Provisions hereof.

Xc [Signature] 2/14/12  
 Seller Date

Coldwell Banker Residential Brokerage  
 By: [Signature]

\_\_\_\_\_  
 Seller Date

<b>For Office Use:</b> Manager: _____ SIS#: _____ Prop. Addr.: _____
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**EXCLUSIVE RIGHT TO SELL**

**Language for Listing Agreements  
Under Section: Additional Provisions**

- Listing is subject to first right of refusal by the City of Manchester, New Hampshire Housing Finance Authority as well as any State or County agency. No commission will be paid to the realtor if the property is sold to any of these entities.
- Sale of this property is subject to the approval of the Governor and Executive Council
- Buyer to pay an additional \$1,100.00 Administrative Fee at closing

Seller: *CMS*

Agent: *[Signature]*

**STATUS CHANGE FORM**

- Innovia
- Trident
- Ads
- Upbook
- Window Sheet
- Homebase
- Sign Removal Request

Date: 10/04/12  
Property Address: Smyth/Radwin, Mendota, WI (land) MLS# 4134916

Change Price from \$ 225,000. to \$ 150,000.  
Change Expiration Date from \_\_\_\_\_ to \_\_\_\_\_  
Pending Date \_\_\_\_\_  
Back on the Market \_\_\_\_\_  
Withdrawn from MLS \_\_\_\_\_  
Withdrawn from Market \_\_\_\_\_ Requires Signed Conditional Release \_\_\_\_\_

Other Changes or Corrections of Information on Listing: \_\_\_\_\_

Owner's Signature: X [Signature] Date: 10/5/12  
Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Agent's Signature: [Signature] Date: 10/04/12

\*Owner's Signature is required for change in price, change in expiration date or withdrawn from market.

SOLD INFORMATION	
(All of this information is required by NNEREN - please do not turn it in incomplete!)	
Selling Price: _____	Closing Date: _____
Selling Agent: _____	Finance Terms(Conv./FHA, etc): _____
Appraiser: _____	Appraiser Phone #: _____
Residence: Primary or Secondary (please circle 1) Buyer Zip Code: _____	
Title Company: _____	(Fee Paid Co-Broke) _____

STATUS CHANGE FORM

- Innovia
- Trident
- Ads
- Upbook
- Window Sheet
- Homepage
- Sign Removal Request

Date: March 15, 2013  
 Property Address: Smyth / Radburn (hwy), Manchester MLS# 4134916

Change Price from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
 Change Expiration Date from 03/15/13 to 09/15/13  
 Pending Date \_\_\_\_\_  
 Back on the Market \_\_\_\_\_  
 Withdrawn from MLS \_\_\_\_\_  
 Withdrawn from Market \_\_\_\_\_ Requires Signed Conditional Release \_\_\_\_\_

Other Changes or Corrections of Information on Listing: \_\_\_\_\_

Owner's Signature: [Signature] Date: 3/15/2013  
 Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent's Signature: [Signature] Date: \_\_\_\_\_

\*Owner's Signature is required for change in price, change in expiration date or withdrawn from market.

SOLD INFORMATION	
(All of this information is required by NNEREN - please do not turn it in incomplete!)	
Selling Price _____	Closing Date _____
Selling Agent _____	Finance Terms(Conv./FHA, etc) _____
Appraiser _____	Appraiser Phone # _____
Residence: Primary or Secondary (please circle 1)	Buyer Zip Code _____
Title Company _____	(Fee Paid Co-Broke) _____

