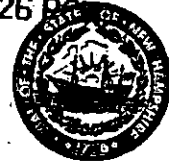




Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MAY 10 '22 PM 1:26



William Cass, P.E.
Assistant Commissioner

Sam
33

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

Bureau of Right-of-Way
June 1, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a .80 +/- acre parcel of vacant state-owned land, located at 66 Bigelow Hill Road in the Town of Troy. The sale will be to Jessie and Brian Quigley (Grantee) for \$32,600.00, which includes a \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate HG Johnson Real Estate from the proceeds of the subject sale in the amount of \$1,890.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

This parcel is subject to payback to the Federal Highway Administration as the initial acquisition was made with federal funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2022</u>
Administrative Fee	\$1,100.00
04-096-096-963015-3049-405215	<u>FY 2022</u>
Sale of Parcel	\$29,610.00
(100% of \$29,610.00)	
(Estimated amount, actual will be based on closing statement)	

EXPLANATION

The Department wishes to dispose of a .80 +/- acre parcel of vacant state-owned land, located at 66 Bigelow Hill Road, in the Town of Troy.

The parcel was acquired by the Department in 2000 for the proposed Troy Bypass project. The Troy Bypass project has been dissolved by the Department.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. The sale will include the following conditions:

- The sale of this property is subject to approval by the Governor and Executive Council.
- The buyer shall pay the \$1,100.00 administrative fee included with the sale of this property.
- The buyer is responsible for obtaining all permits required by the Town of Troy and the State of New Hampshire as a result of this sale.
- The property will be sold "As-Is."

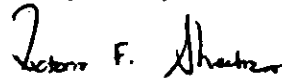
On June 22, 2020, the Long-Range Capital Planning and Utilization Committee, approved the Department's request (LRCP 20-008) to enter into a listing agreement with HG Johnson Real Estate, to market and sell the subject property for \$35,000.00, and to assess the \$1,100.00 administrative fee. Their approval authorized the Department to compensate HG Johnson Real Estate a 6% commission for the sale.

HG Johnson Real Estate marketed the subject property and submitted the offer to the Department for consideration. On April 11, 2022, the Department entered into a Purchase and Sale Agreement with Jessie and Brian Quigley for \$31,500.00, which is within the 10% negotiation allowance guidelines established by the Committee plus the \$1,100.00 administrative fee to be collected at closing.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Troy who declined the offer. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority who also declined the offer.

The Department respectfully requests authorization to sell the subject parcel and compensate HG Johnson Real Estate as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/JAL
Attachments

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

FROM: Stephen G. LaBonte
Administrator

DATE: February 21, 2020

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Troy
RSA 4:39-c

TO: Representative John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to enter into a listing agreement for a term of one (1) year with H.G. Johnson Real Estate with the real estate commission of 6% for the sale of a 0.8 +/- of an acre parcel of State owned land located at 66 Bigelow Hill Road in the Town of Troy for \$35,000.00, assess an Administrative Fee of \$1,100.00, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation wishes to dispose of a 0.8 +/- of an acre parcel of State owned land located at 66 Bigelow Hill Road in the Town of Troy.

This parcel was acquired by the Department in 2000 for the proposed Troy Bypass project. The Troy Bypass project has been dissolved by the Department.

The need for this parcel has been reviewed by the Department, which has determined that the subject parcel is surplus to our operational needs and interest for the purpose of disposal.

In accordance with Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 2 (Cheshire and Sullivan Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 6%. Based on this request, the Department received responses from one (1) firms. Data from the market analysis is listed below:

H.G. Johnson Real Estate	\$35,000.00
State Appraisal	\$28,000.00

In accordance with Tra 1003.03, the Pre-Qualification Committee reviewed the above information and felt that a value of thirty-five thousand (\$35,000.00) dollars was an appropriate value for this property and selected H.G. Johnson Real Estate to market the property for the Department.

As part of the listing agreement with the selected realtor, it will be specified that the Department will be required to offer the property to the following entities as part of the real estate sale process:

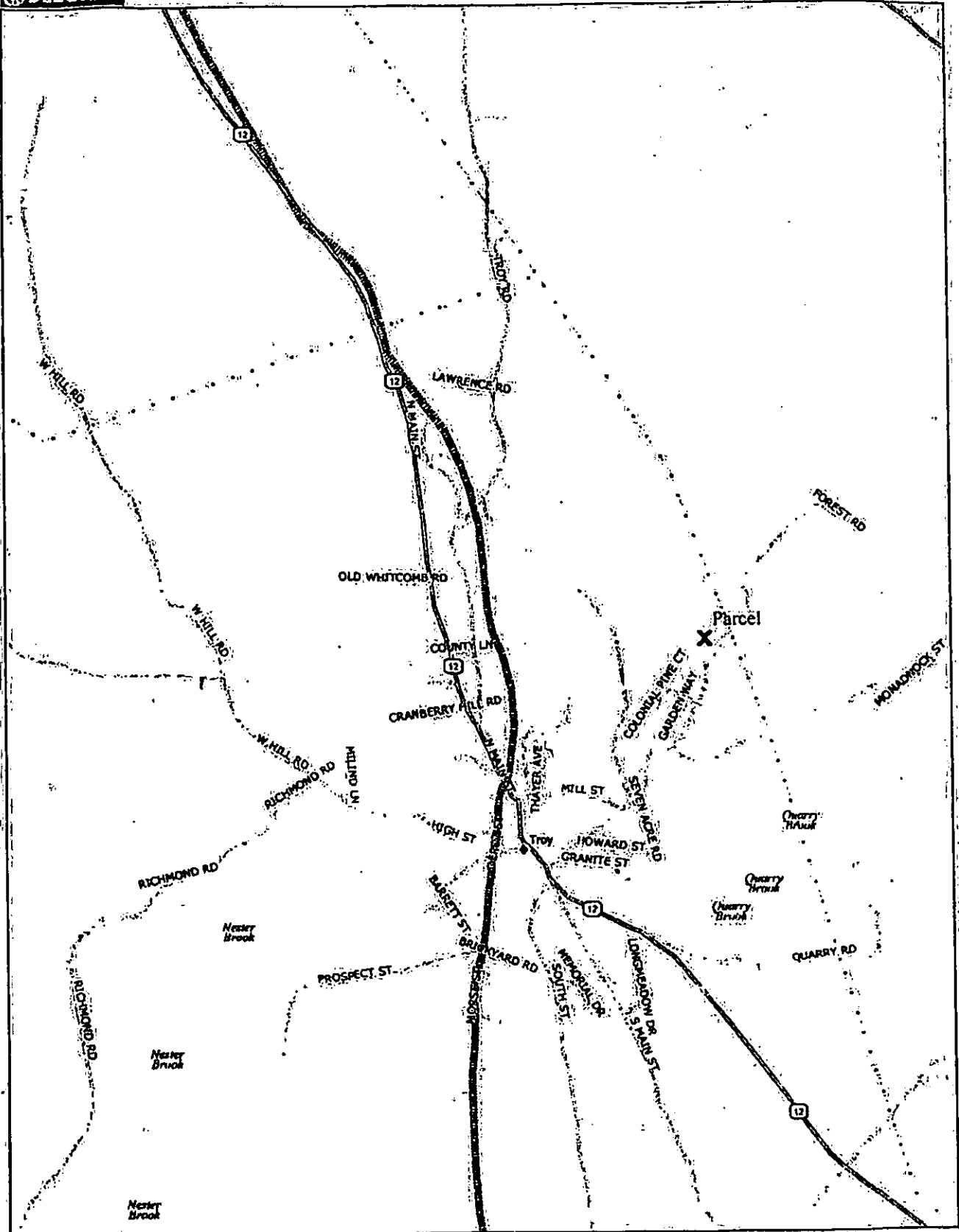
1. NH Housing Finance Authority
2. Town of Troy

It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to enter into a listing agreement with H.G. Johnson Real Estate for the sale of an 0.8 +/- of an acre parcel of State owned land in Troy at a value of thirty-five thousand (\$35,000.00) dollars for a term of one (1) year, with a real estate commission of 6% as described above, allowing negotiating within the Committee's current policy guidelines, and assess an Administrative Fee of one thousand one hundred (\$1,100.00) dollars and if a willing buyer is found to sell this parcel to as stated above, it will be sold subject to Governor and Executive Council approval.

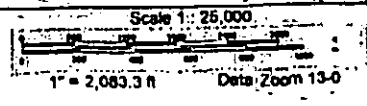
SGL/DAD/jl
Attachments

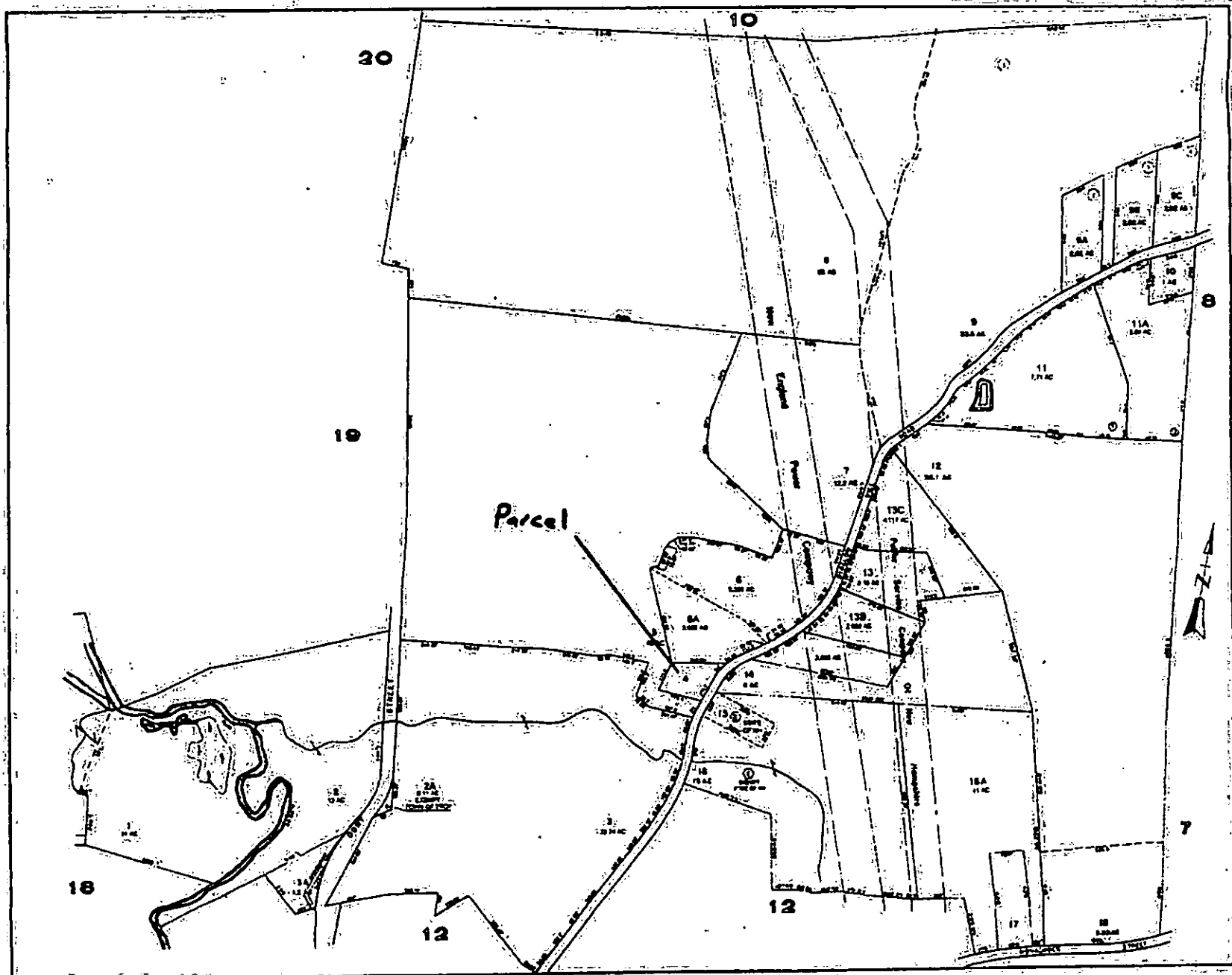


Data use subject to license.

© DeLorme, DeLorme Street Atlas USA® 2015.

www.delorme.com





PREPARED BY PROFESSIONAL SURVEYORS AT THE REQUEST OF
 JOHN E. O'DONNELL & ASSOCIATES
 AUBURN, MAINE
 1973

LEGEND
 SHADDED AREAS ARE
 OWNED BY THE STATE
 DEVELOPMENT OF N.H.
 SCALE IN FEET
 12
 127
 0
 3

PROPERTY MAP
TROY
 NEW HAMPSHIRE

DESIGNED & DRAWN BY
 CAT TECHNOLOGIES
 LITTLETON, CO 80120

SCALE IN FEET
 0 200 400

11



LRCP 20-008

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

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

June 22, 2020

Stephen G. LaBonte, Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. LaBonte,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 22, 2020, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with H.G. Johnson Real Estate for the sale of a 0.8 +/- of an acre parcel of State owned land located at 66 Bigelow Hill Road in the Town of Troy for \$35,000, 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 February 21, 2020.

Sincerely,

/s/ Michael W. Kane

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Adam Smith, Assistant Administrator
Bureau of Right-of-Way



NEW HAMPSHIRE
HOUSING

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

AUG 10 2020

RECEIVED

August 6, 2020

Stephen G. LaBonte, Administrator
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483


RE: Troy Property

Dear Mr. LaBonte:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Troy, described in your letter of July 16, 2020.

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

Sincerely,



Dean J. Christon
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

37 Constitution Drive, Bedford, NH 03110
Mail PO. Box 5087, Manchester, NH 03108

603.472.8623
NHHFA.org





Town of Troy

16 Central Square - PO Box 249 - Troy, New Hampshire 03465

NHDOT
c/o Stephen LaBonte
JO Morton Building-Room 100
7 Hazen Drive
PO Box 0483
Concord, NH 03302

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
July 23rd, 2020

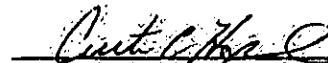
AUG 14 2020


RECEIVED

The Town of Troy thanks you for the opportunity to purchase the State-Owned Land located at 66 Bigelow Hill Road, Try, NH. 03465. The Select Board declines this offer.

TROY SELECT BOARD:


Richard Thackston, Chairman


Curtis Hopkins


Timothy Wilson

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

Upon approval of Governor and Council ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 4th day of April between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Jessie and Brian Quigley ("BUYER") of 98 Monadnock Street, Troy, NH.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Troy, located at 66 Bigelow Hill Road and recorded in Cheshire County Book 1743 Page 0203 Dated March 31, 2000 ("PROPERTY").

3. The SELLING PRICE is \$31,500.00 Dollars, plus a \$1,100.00 administrative fee. A DEPOSIT in the form of a Check, is to be held in an escrow account by ("SELLER"), BUYER will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ N/A 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 N/A.

4. DEED: Marketable title shall be conveyed by a Quitclaim Deed.

5. TRANSFER OF TITLE: On or before TBD at TBD or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, 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 the SELLER within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYERS(S) acknowledge the roles of the agents as follows:

Greg Johnson of H.G. Johnson Real Estate, LLC 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. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded, and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds \$5,000.00. This is the only remedy available to BUYER should such loss occur.

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. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures: AS IS

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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 X 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:

Table with 2 columns of inspection types (a-e and f-j) and their results to seller, with checkboxes for YES/NO and timeframes.

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

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

Notification in writing 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: [Initials]

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

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

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

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages.

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

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

AMOUNT N/A TERM/YEARS __ RATE MORTGAGE __ TYPE N/A

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

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

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

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 2 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.

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.

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

New Hampshire Department of Transportation
PURCHASE AND SALES AGREEMENT

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.

19. ADDITIONAL PROVISIONS:

This offer is contingent upon the buyer selling their current residence within 90 days. Buyer's residence is located at 98 Monardnock Street, Troy NH

The sale of this property is subject to approval by the Governor and Executive Council

The buyer shall pay the \$1,100.00 administrative fee included with the sale of this property.

The Buyer is responsible for obtaining all permits required by the Town of Troy, and the State of NH, as a result of this sale.

The Property will be sold "As-Is"

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 which shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39. C. Licensee is authorized to fill in the

SELLER(S) INITIALS

[Handwritten Signature]

BUYER(S) INITIALS

[Handwritten Signature] *[Handwritten Signature]*

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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.

22. GOVERNING LAW: All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.

23. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

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.

Decided by: [Signature] 4/11/2022 8:40 AM MDT BUYER DATE TIME

Decided by: [Signature] 4/11/2022 8:48 AM PDT BUYER DATE TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

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

[Signature] 4/11/2022 2:13pm SELLER DATE TIME

SELLER DATE TIME

New Hampshire Department of Transportation 7 Hazen Drive, PO Box 483

MAILING ADDRESS

MAILING ADDRESS

Concord, New Hampshire 03302

CITY STATE ZIP

CITY STATE ZIP

New Hampshire Department of Transportation
Exclusive Listing Agreement

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

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"); hereby gives the undersigned H.G. Johnson Real Estate ("FIRM"), on this date: September 16, 2021, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 66 Bigelow Hill Rd. Troy, NH 03465-2103 owned by SELLER consisting of 0.8 acres of vacant land, and including any other property, real or personal, subsequently added thereto, recorded in the Cheshire County Registry of Deeds in Book 1743 Page 0203 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$35,000.00 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 6% of the contract price.

2. THIS AGREEMENT SHALL BE IN EFFECT from September 16, 2021, through September 16, 2022. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 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.

3. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

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 FIRM, the potential for dual agency exists.

Yes ___ No X 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.

M.P. [Signature] for NH DOT 3/29/22
Seller Date

Yes ___ No X At this time, SELLER does not consent to dual agency showings.

Seller Date

Yes ___ No ___ Not applicable X - FIRM does not practice dual agency.

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. 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. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional.

service provider. SELLER is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

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

(a) Cooperate with licensees from other firms who accept FIRM'S offer of sub agency. 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(l)(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>2.500%</u> commission of the contract price.	<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>2.500%</u> commission of the contract price.	<input checked="" 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 is checked, property cannot be placed in MLS.	

8: 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 checked="" type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> agents other than SELLER'S broker <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than SELLER'S broker <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.
---	--

9. ADDITIONAL PROVISIONS:

1. Property is being purchased "AS IS."
2. BUYER is responsible for \$1,100.00 administration fee made payable to SELLER at closing.
3. Sale is subject to Governor and Executive Council approval.

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



 Seller

3-29-2022

 Date

7 Hazen Drive - PO Box 483

 Address

Concord NH 03302-0483
 City State Zip Code

H.G. Johnson Real Estate

 Firm

03-29-2022

 Date

H. Gregory Johnson

 Name

Principal Broker

 Title

17 Elm Street - Suite 202

 Address

Keene NH 03431-0370
 City State Zip Code