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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
September 13, 2021

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 0.39 +/- of an acre parcel of state-owned land located at 915 Bodwell Road in the City of Manchester. The sale will be to Russell Small for \$211,000.00 plus an \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.

2. The Department further requests authorization to compensate Coldwell Banker Realty in Bedford from the proceeds of the subject sale in the amount of \$12,660.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

It has been determined by the Department's Bureau of Finance and Contracts that this parcel was originally purchased with 90% Federal Funds, and 10% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2022</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2022</u>
Sale of Parcel	\$19,834.00
(10% of \$198,340.00)	
(Estimated amount, actual will be based on closing statement)	
04-096-096-963515-3054-401771	<u>FY 2022</u>
Consolidated Federal Aid	\$178,506.00
(90% of \$198,340.00)	
(Estimated amount, actual will be based on closing statement)	

EXPLANATION

The Department wishes to dispose of a 0.39 +/- of an acre parcel of State-owned land with improvements located at 915 Bodwell Road in the City of Manchester. This parcel was acquired in 2004 as part of the Salem-Manchester Interstate 93 widening project.

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

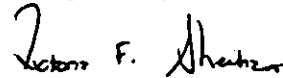
At the June 21, 2021 meeting of the Long Range Capital Planning and Utilization Committee, the request (LRCP 21-022) was approved, which allowed the Department to enter into a listing agreement with Coldwell Banker Realty in Bedford to sell the above-listed property for \$185,000.00 and to assess the \$1,100.00 administrative fee. Their approval authorized the Department to compensate Coldwell Banker Realty a 6% commission for the sale of this property.

Coldwell Banker Realty marketed the subject property and brought all offers to the Department for consideration. On September 8, 2021, the Department entered into a Purchase and Sale Agreement with Russell Small for \$211,000.00, 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 City of Manchester who declined the offer. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority with no response.

The Department respectfully requests authorization to sell the subject parcel, and compensate Coldwell Banker Realty in Bedford as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 21-022

FROM: Stephen G. LaBonte
Administrator

DATE: June 4, 2021

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

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

Approved by the Long
Range Capital Planning
and Utilization Committee
June 21, 2021

TO: The Honorable Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) request approval to dispose of a 0.40 +/- of an acre parcel of State owned land, with improvements, located at 915 Bodwell Road in the City of Manchester, by entering into a listing agreement for a term of one year with Coldwell Banker in Bedford, for the sale price of \$185,000.00, allowing negotiations within the Committee's current policy guidelines, and Pursuant to RSA 4:40, III-a, assessing the buyer an administrative fee of \$1,100.00, subject to the conditions as specified in this request.

EXPLANATION

The Department intends to dispose of a 0.40 +/- of an acre parcel of State owned land located at 915 Bodwell Road in the City of Manchester. This parcel is improved with a single-family residence.

This parcel was acquired in 2004 due to its proximity to Interstate 93 and construction activities associated with the Salem-Manchester, 10418C widening project. During construction, the leach field was damaged as a result of being located within the right of way. Coleman Construction temporarily repaired the leach field and the City of Manchester Public Works has since installed a sewer line along Bodwell Road to provide a connection to the property.

After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs and available for disposal. The sale will include the following conditions:

- No direct access to Interstate 93 will be granted.
- Federal Highway Administration approval is required due to the parcels proximity to Interstate 93.
- Project cost will not cover relocating the septic system or connecting it to municipal sewer. As such, the property will be sold "as is where is."

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 3 (Belknap, Hillsborough and Merrimack 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 following six firms:

Coldwell Banker	\$216,000.00 -
Po Box 55	\$228,000.00
Bedford, NH 03110	
Keller Williams Coastal Properties	\$229,087.00
750 Lafayette Road	
Portsmouth, NH 03801	

Coldwell Banker 4 Nashua Road Derry, NH 03038	\$210,700.00 - \$219,300.00
NAI Norwood Group 116 South River Road Bedford, NH 03110	\$300,000.00 - \$325,000.00
Keller Williams Realty Metropolitan 168 South River Road Bedford, NH 03110	\$275,000.00 - \$285,000.00
Coldwell Banker 103 Ponemah Road Amherst, NH 03031	\$305,000.00 - \$335,000.00
State Appraisal	\$185,000.00

The Department will offer the property to the City of Manchester, pursuant to RSA 4:39-c, and the New Hampshire Housing Finance Authority, pursuant to RSA 204-D prior to entering into a list agreement with Coldwell Banker.

The Department respectfully requests authorization to sell the subject parcel as outlined above.

SGL/LMW/jl

Attachments



915 BODWELL ROAD
MANCHESTER

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



September 10, 2021 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 3rd day of September, 2021 between State of New Hampshire

(SELLER) of 7 Hazen Dr
City/Town Concord, State NH, Zip 03301-6502
and Russell Small

(BUYER) of 45 Raymond Rd.
City/Town Deerfield, State NH, Zip 03037

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 915 Bodwell Rd

County Hillsborough Book 7476 Page 2425-2426 Date 06/08/2005 (PROPERTY).

3. The SELLING PRICE is Two Hundred Eleven Thousand Dollars \$211,000.00
A DEPOSIT in the form of CHECK is to be held in an escrow account by Summit Title
(ESCROW AGENT). BUYER [] has delivered, or [X] will deliver to the ESCROW
AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00
BUYER agrees that an additional deposit of earnest money in the amount of \$n/a will be delivered on or before
n/a. If BUYER fails to deliver the initial or additional deposit in compliance with the above
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
or trust account check, in the amount of \$206,000.00

4. DEED: Marketable title shall be conveyed by a WARRANTY deed, and shall be free
and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before October 29, 2021 at SUMMIT TITLE
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: No exceptions

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
48 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:

Cheryl Liss of Coldwell Banker Realty
is a [X] seller agent [] buyer agent [] facilitator [] disclosed dual agent
LisaMarie Doherty of Redfin
is a [] seller agent [X] 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, and
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
on transfer of title, 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
\$5,000.00

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

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



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.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any.

11. PROPERTY INCLUDED: All Fixtures None

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

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [] YES [X] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE: [Signature]

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.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and other unspecified inspections.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. 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.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

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

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



- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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: RL

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 checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 5 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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 n/a TERM/YEARS n/a RATE n/a MORTGAGE TYPE cash
~CASH~

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.

SELLER(S) INITIALS MS / _____ BUYER(S) INITIALS RL / _____

PURCHASE AND SALES AGREEMENT
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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 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.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Seller _____ Buyer RL

SELLER(S) INITIALS RL / _____ BUYER(S) INITIALS RL / _____

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



19. ADDITIONAL PROVISIONS:

- 1. Property is being purchased "AS IS".
2. BUYER is responsible for \$1,100 Administrative fee made payable to SELLER at closing.
3. Transfer of Title is subject to approvals by SELLER and will close as soon as practical after approvals by SELLER and Effective Date.

20. ADDENDA ATTACHED: [] Yes [X] No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in 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 copy 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.

Buyer information form including fields for Name, Date/Time, Address, City, State, and ZIP. Includes handwritten signature and date 9/3/2021.

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

Seller information form including fields for Name, Date/Time, Address, City, State, and ZIP. Includes handwritten signature, date 9/10/21, and text 'Dept. of Transportation'.

New Hampshire Department of Transportation Exclusive Listing Agreement

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

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned Coldwell Banker Realty ("FIRM"), on this date, _____, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 915 Bodwell Rd Manchester owned by SELLER consisting of 0.39 +/- of an acre with Improvements, and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book 7478 Page 2426 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$185,000.00 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 or of the lease amount or _____.

2. THIS AGREEMENT SHALL BE IN EFFECT from 8/20/21 through 8/20/22. 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. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or N/A.

3. 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 ___ 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.

[Signature], NH DOT 8/23/21
Seller Date

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

Seller Date

Yes ___ No ___ Not applicable - 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(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<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 checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input 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) Sale is subject to approval of the Governor and Executive Council.
- 2) In addition to the purchase price, the buyer will be subject to an administrative fee of \$1,100.00.
- 3) No access will be granted to Interstate 93.
- 4) The property will be sold "as is where is"
- 5) The State (seller) requests listing not be put into MLS until after the seller notified agent the seller is ready, and photographs are available for posting.

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.

John J. [Signature], NHDOT
 Seller - NH Department of Transportation

 Date

7 Hazen Drive, PO Box 478
 Address

Concord NH 03302
 City State Zip Code

Coldwell Banker Realty
 Firm

19-Aug-2021 | 13:04 EDT
 Date

DocuSigned by:
Cheryl V. Liss
 EB3A6E7B8A1B41F
 Name Cheryl V. Liss

Sales Associate
 Title

166 Route 101
 Address

Bedford NH 03110
 City State Zip Code

Newman, Sandra

From: LaBonte, Stephen
Sent: Thursday, August 5, 2021 1:15 PM
To: Newman, Sandra; Pacuk, Andrew; Weir, Lisa
Subject: FW: 915 Bodwell Road Parcel
Attachments: DOT - Bodwell Road Property.pdf

fyi

From: McCarthy, Lisa <lmccarthy@manchesternh.gov>
Sent: Thursday, August 5, 2021 12:25 PM
To: LaBonte, Stephen <stephen.labonte@dot.nh.gov>
Subject: 915 Bodwell Road Parcel

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon -

The purpose of this email is to let you know that at their meeting held on Tuesday, August 3, 2021, the Board of Mayor and Aldermen voted to receive and file your communication regarding the City's interest in purchasing the property at 915 Bodwell Road.

I have attached the Board action for your records.

Thank you!

Lisa McCarthy
Assistant City Clerk
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101
lmccarthy@manchesternh.gov
(603) 792-6631

The Right-To-Know Law (RSA.91-A) provides that most e-mail communications, to or from City employees and City volunteers regarding the business of the City of Manchester, are government records available to the public upon request. Therefore, this email communication may be subject to public disclosure.