



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



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**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  
March 13, 2014

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 1.04 +/- acre parcel of State owned land improved with a single-family residence located at 5 Williston Road in the Town of Salem to Nicholas Butkus for three hundred thirty-two thousand (\$332,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval. The Department has also agreed as part of the sale to contribute to the buyer six hundred (\$600.00) dollars towards their closing costs.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Coco, Early & Associates from the proceeds of the subject sale in the amount of sixteen thousand six hundred (\$16,600.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$314,800.00 (\$332,000.00 - \$16,600.00 - \$600.00). It has been determined by the Division of Finance that this parcel was originally purchased with 88% Federal Funds and 12% Highway Funds.

Funding is to be credited to the Highway Fund as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2014</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (12% of \$314,800.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2014</u> \$37,776.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (88% of \$314,800.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2014</u> \$277,024.00

**EXPLANATION**

The Department of Transportation wishes to sell this parcel of State owned land improved with a single-family residence located at 5 Williston Road in the Town of Salem.

This property was acquired in 2005 at the request of the owner due to its proximity to the Salem – Manchester, IM-IR-0931(174), 10418C project which is widening Interstate 93 through the area.

The need for the one and four hundredths (1.04) acre parcel with improvement has been reviewed by the Department, which has determined that the subject parcel and improvement is surplus to our operational needs and interest for the purpose of disposal.

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 20, 2013, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Coco, Early & Associates to sell the above property for three hundred sixty-eight thousand (\$368,000.00) dollars. 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 20, 2013 meeting to compensate Coco, Early & Associates a 5% commission for the sale of this property.

Coco, Early & Associates marketed the subject property and brought all offers to the Department for consideration. On February 20, 2014, the Department entered into a Purchase and Sale Agreement with Nicholas Butkus for three hundred thirty-two thousand (\$332,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed as part of the sale to contribute to the buyer six hundred (\$600.00) dollars towards their closing costs.

In accordance with RSA 4:39-c, the Town of Salem has been offered this property at the approved purchase price and responded to the Department that they are not interested 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 they did not express an interest in purchasing the property.

Authorization is respectfully requested to sell the above-described 1.04 +/- acre parcel of land to Nicholas Butkus for three hundred thirty-two thousand (\$332,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed as part of the sale to contribute to the buyer six hundred (\$600.00) dollars towards their closing costs and also to pay a commission of sixteen thousand six hundred (\$16,600.00) dollars (5%) from the proceeds to Coco, Early & Associates. 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

CDC/PJM/dd  
Attachments



DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

NOV 26 2013

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LRCP 13-050

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 22, 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 November 20, 2013, 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 Coco, Early & Associates for the sale of a 1.04 +/- acre parcel of State owned land improved with a single family residence located at 5 Williston Road in the Town of Salem for \$368,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013.

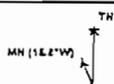
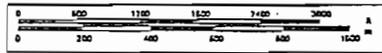
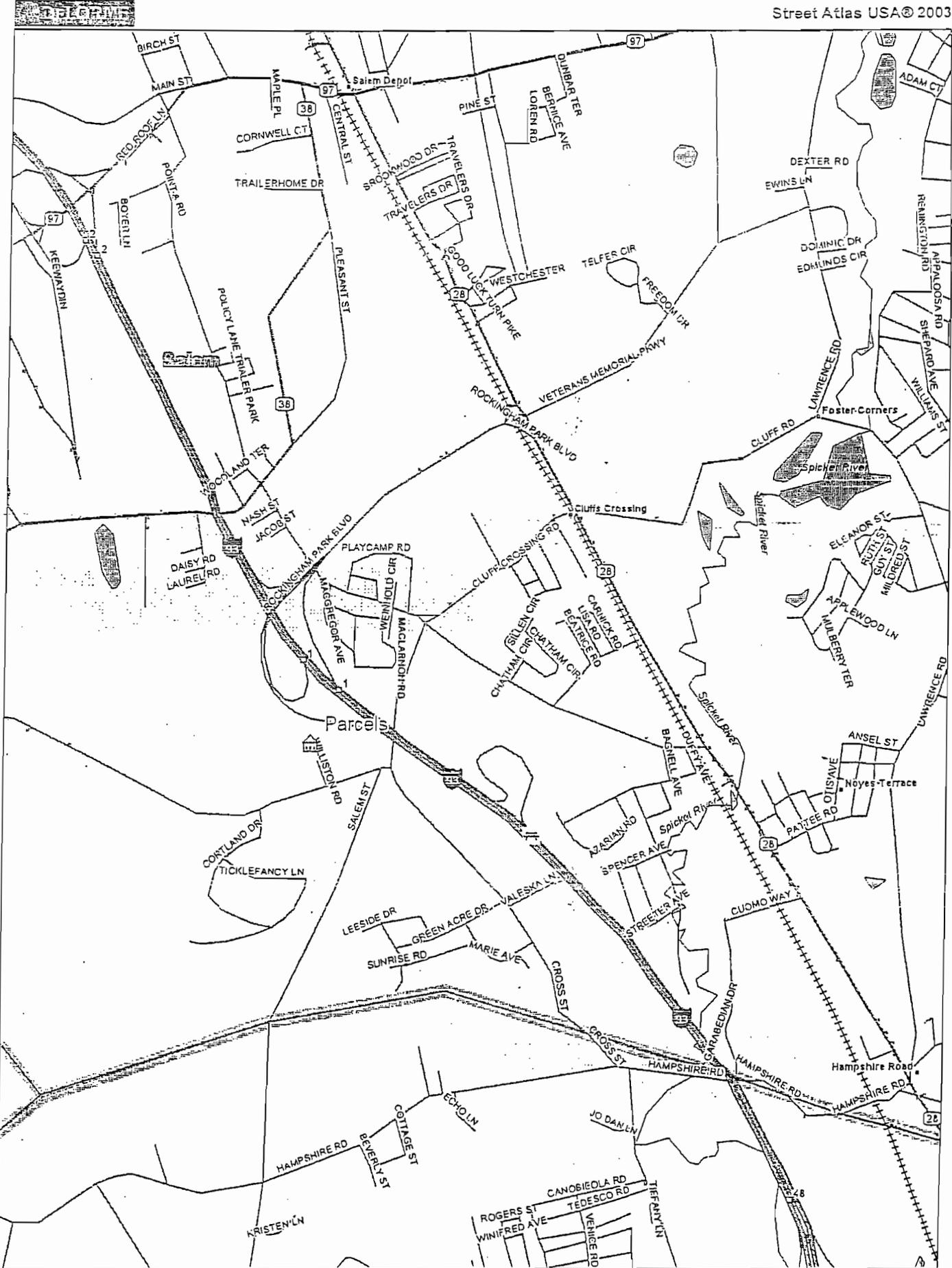
Sincerely,

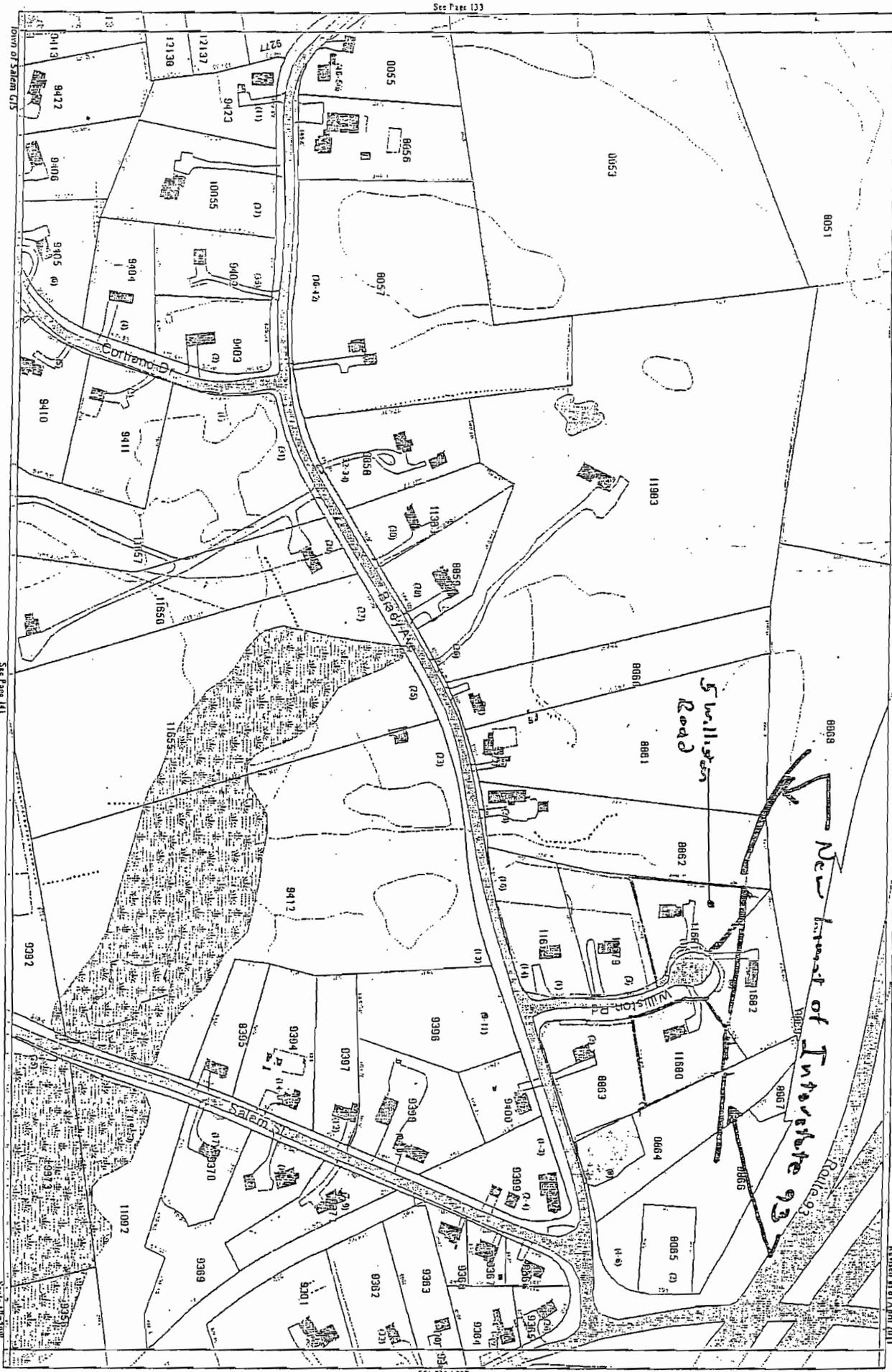
Michael W. Kane  
Deputy Legislative Budget Assistant

MWK/pe  
Attachment

# 5 Williston Road

Street Atlas USA © 2003







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



February 20, 14 (EFFECTIVE DATE)  
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 12th day of February, 2014 between  
State of New Hampshire  
("SELLER") of 7 Hazen Dr  
City/Town Concord State NH Zip 03302  
and Nicholas Butkus and Yokasta Butkus  
("BUYER") of 106 Farms Dr  
City/Town Burlington State MA Zip 01803

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
of Salem located at 5 Williston Rd  
County Rockingham Book 4488 Page 2265 Date 05/31/2014 ("PROPERTY").

3. The SELLING PRICE is Three Hundred Thirty-Two Thousand Dollars \$332,000.00  
A DEPOSIT in the form of Personal Check is to be held in an escrow account by Coco Early & Associates ("ESCROW AGENT"), BUYER  has delivered, or  will deliver to the ESCROW AGENT's FIRM within 2 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 \$6,000.00 will be delivered on or before March 5, 2014.  
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 \$325,000.00

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

5. TRANSFER OF TITLE: On or before May 15, 2014 at Rockingham County Registry of Deeds 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 24 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:  
Stephan Coufos of Coco Early & Associates  
is a  seller agent  buyer agent  facilitator  disclosed dual agent\*  
Stephan Coufos of Coco Early & Associates  
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 \$5,000.00

SELLER(S) INITIALS CS BUYER(S) INITIALS AB

**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 his Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

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

11. **PROPERTY INCLUDED:** All Fixtures as per MLS List Sheet including the stove, dishwasher, microwave and refrigerator.

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:** NS YH

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 checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" 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

SELLER(S) INITIALS NS , BUYER(S) INITIALS NS , YH

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

**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"/>            |

If such review is unsatisfactory, BUYER must notify SELLER in writing within 21 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 \$318,450.00 TERM/YEARS 30 RATE 4.000% MORTGAGE TYPE FHA

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 NS [Signature]

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 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, 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 April 2, 2014 ("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.

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**PURCHASE AND SALES AGREEMENT**  
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**19. ADDITIONAL PROVISIONS:**

Subject to the property appraising at or above purchase price.  
Seller shall have the property de-winterized and have all mechanicals operational for inspections.  
First right of refusal to purchase the property by the Town(s) where the property is located, the New Hampshire Housing Finance Authority and other State and County agencies.  
Sale subject to approval by the Governor and Executive Council  
In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,100.00 at closing

**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 initialed 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.**

*[Signature]* 2/16/14 12:05 PM *[Signature]* 2/16/14 2:06 PM  
 BUYER DATE/TIME BUYER DATE/TIME

106 Farms Dr  
 MAILING ADDRESS

Burlington MA 01803  
 CITY STATE ZIP

MAILING ADDRESS

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]* 1  
 SELLER DATE/TIME

SELLER DATE/TIME

7 Hazen Dr  
 MAILING ADDRESS

Concord NH 03302  
 CITY STATE ZIP

MAILING ADDRESS

CITY STATE ZIP

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



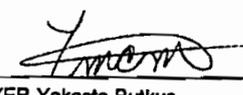
Addendum to the Purchase and Sales Agreement dated February 12, 2014 between  
State of New Hampshire ("SELLER"), and  
Nicholas Butkus, Yokasta Butkus ("BUYER"), for  
the property located at 5 Williston Rd, Salem, NH 03079,

hereby agree to the following:

Buyers and Sellers agree to remove Yokasta Butkus from the purchase and sales agreement.

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.

 BUYER Nicholas Butkus	<u>3/5/14 10:52</u> DATE / TIME	 BUYER Yokasta Butkus	<u>3/5/14 10:52 A.M</u> DATE / TIME
 SELLER State of New Hampshire	<u>3/6/14</u> DATE / TIME	SELLER	DATE / TIME

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Coco Early Assoc. 282 Main Street Salem, NH 03079  
Stephan Coufor

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: (603) 890-1226

Fax:

5 Williston Rd

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



Addendum to the Purchase and Sales Agreement dated February 20, 2014 between  
State of New Hampshire

Nicholas Butkus and Yokasta Butkus ("SELLER"), and  
Nicholas Butkus and Yokasta Butkus ("BUYER"), for  
the property located at 5 Williston Rd, Salem, NH 03079

hereby agree to the following:

SELLER agrees to credit BUYER \$600.00 towards closing costs

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

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

<u>Nicholas Butkus</u> BUYER	<u>3/5/14, 10:52</u> DATE / TIME	<u>Yokasta Butkus</u> BUYER	<u>3/5/14 10:52</u> DATE / TIME
<u>Carol Ann</u> SELLER	<u>3/6/14,</u> DATE / TIME	SELLER	DATE / TIME

**EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY**

New Hampshire Association of REALTORS® Standard Form

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



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire ("SELLER"), hereby gives the undersigned Coco Early & Assc ("FIRM"), on this date, December 10, 2013, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 5 Williston Rd Salem, Nh 03079 owned by SELLER consisting of Single family home on 1.13 acres of land and including any other property, real or personal, subsequently added thereto, recorded in the Rockingham County Registry of Deeds in Book 4488 Page 2265 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 368,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 5% of the contract price or \_\_\_\_\_ of the lease amount or \_\_\_\_\_

2. THIS AGREEMENT SHALL BE IN EFFECT from January 2, 2014 through December 31, 2014. 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 \_\_\_\_\_

3. DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Stephen Coufos as SELLER'S designated agent(s).

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the SELLER'S designated agent(s), the potential for dual agency exists.

SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

[Signature] 12/13/13      SELLER      DATE      SELLER      DATE

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

SELLER      DATE      SELLER      DATE

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

6. 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 has been 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:

<p>(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a <u>NA</u> % 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.</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by FIRM</p>
<p>(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</u> % commission of the contract price or _____</p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM</p>

*cds*

**EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY**  
**New Hampshire Association of REALTORS® Standard Form**  
 This is to be construed as an unequivocal Exclusive Right To Sell/Lease between the Seller and the undersigned Firm.



(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</u> % commission of the contract price or _____	<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 box 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lock box may be placed on the property.
<input 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 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 type="checkbox"/> agents other than SELLER'S broker and <input 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 type="checkbox"/> agents other than SELLER'S broker and <input 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 checked="" type="checkbox"/> Yes <input 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**

See attachment titled "Standard language for Realtor Listing Agreements:"

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

[Signature] 12/13/13  
 SELLER DATE

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

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 ADDRESS

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

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

Coco Early & Assc  
 FIRM

Agent Stephan Courfos  
 BY TITLE DATE

2 Pleasant St  
 ADDRESS

Salem NH 03079  
 CITY STATE ZIP

## Standard Language for Realtor Listing Agreements:

All offers are subject to the following conditions:

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

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