



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

*L.G.M.*  
*27*

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

Bureau of Right-of-Way  
August 9, 2017

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.62 +/- of an acre parcel of State owned land improved with a single-family residence located at 216 Thompson Road in the Town of Conway to Richard J. Fleming for one hundred forty thousand (\$140,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollars Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Keller Williams Lakes and Mountain Realty from the proceeds of the subject sale in the amount of seven thousand (\$7,000.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$133,000.00 (\$140,000.00 - \$7,000.00 = \$133,000.00). It has been determined by the Division of Finance that this parcel was originally purchased with 94.08% Federal Funds and 5.92% Highway Funds.

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

04-096-096-960015-0000-UUU-402156	<u>FY 2018</u>
Administrative Fee	\$1,100.00
04-096-096-960015-0000-UUU-409279	<u>FY 2018</u>
Sale of Parcel	
(5.92% of \$133,000.00)	\$7,873.60
(Estimated amount, actual will be based on Closing Statement)	
04-096-096-963515-3054-401771	<u>FY 2018</u>
Consolidated Federal Aid	
(94.08% of \$133,000.00)	\$125,126.40
(Estimated amount, actual will be based on Closing Statement)	

**EXPLANATION**

The Department of Transportation wishes to sell this parcel of State owned land improved with a single-family residence located at 216 Thompson Road in the Town of Conway.

This property was acquired in 1997 in connection with the proposed Conway Bypass project Conway, HP-STP-NHS-DPI-MGS-TX-0153(001) 11339B. This parcel is located outside the proposed roadway corridor.

The need for the sixty two hundredths (0.62) of an 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 30, 2016, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Keller Williams Lakes and Mountain Realty to sell the above property for one hundred twenty thousand (\$120,000.00) 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 30, 2016 meeting to compensate Keller Williams Lakes and Mountain Realty a 5% commission for the sale of this property.

During that period, the Department entered into a Purchase and Sales Agreement for the sale of this property above the approved listing price. The buyer terminated the Purchase and Sales Agreement due to the repair needed to be done to the property.

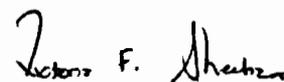
Keller Williams Lakes and Mountain Realty again marketed the subject property and brought all offers to the Department for consideration. On August 2, 2017, the Department entered into a Purchase and Sales Agreement with Richard J. Fleming for one hundred forty thousand (\$140,000.00)

In accordance with RSA 4:39-c, the Town of Conway 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 0.62 +/- of an acre parcel of land to Richard J. Fleming for one hundred forty thousand (\$140,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollars Administrative Fee. The Department has also agreed as part of the sale to pay a commission of seven thousand (\$7,000.00) dollars (5%) from the proceeds to Keller Williams Lakes and Mountain Realty. 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,



Victoria F Sheehan.  
Commissioner

VFS/PJM/kjk  
Attachments



LRCP 16-031

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3181

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3181

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

December 1, 2016

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,

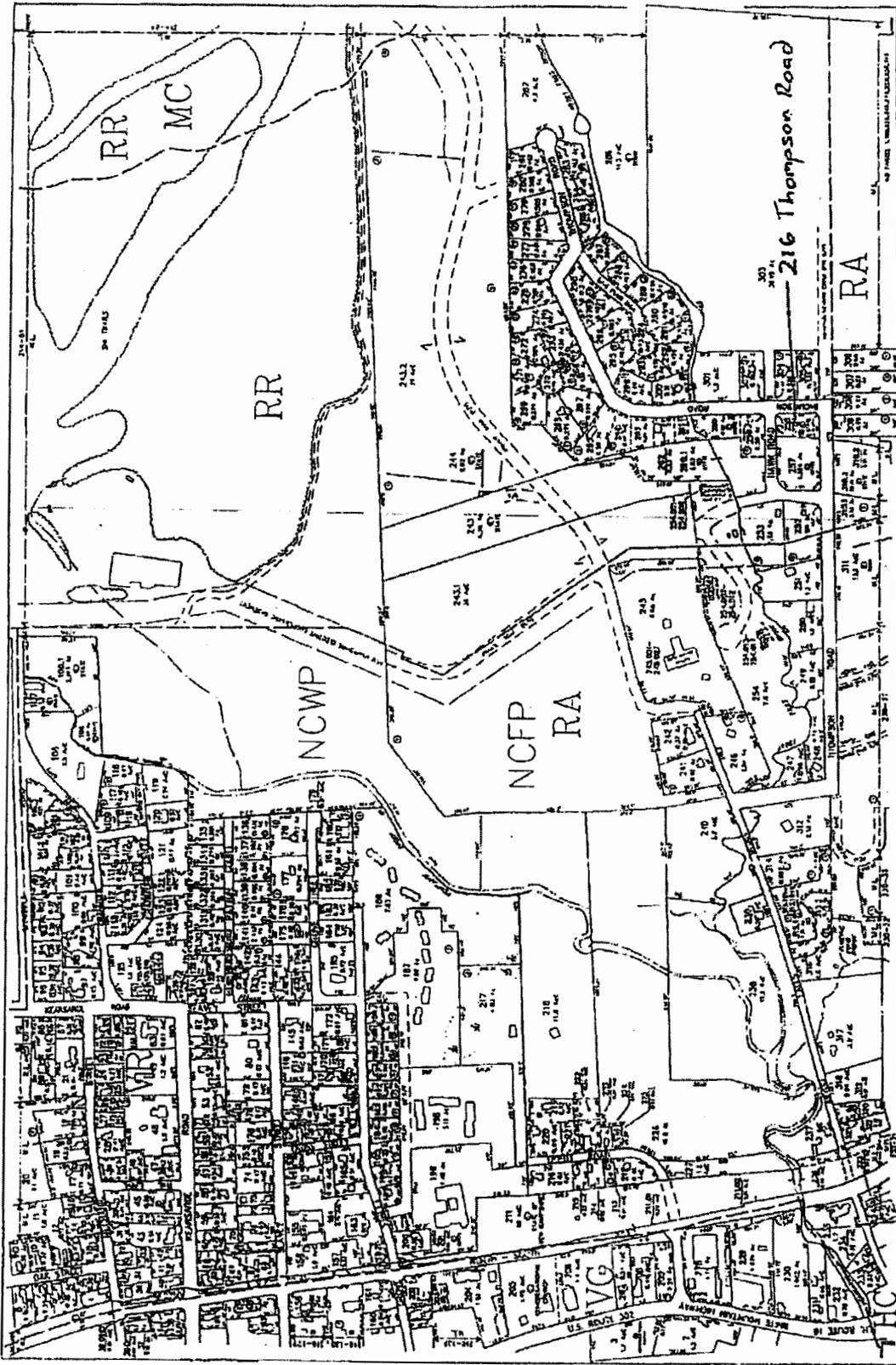
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 30, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Keller Williams Lakes and Mountain Realty for the sale of a 0.62 +/- of an acre parcel of State owned land improved with a single-family residence located at 216 Thompson Road in the Town of Conway for \$120,000, asses an \$1,100 Administrative Fee, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated November 10, 2016.

Sincerely,

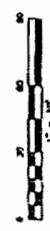
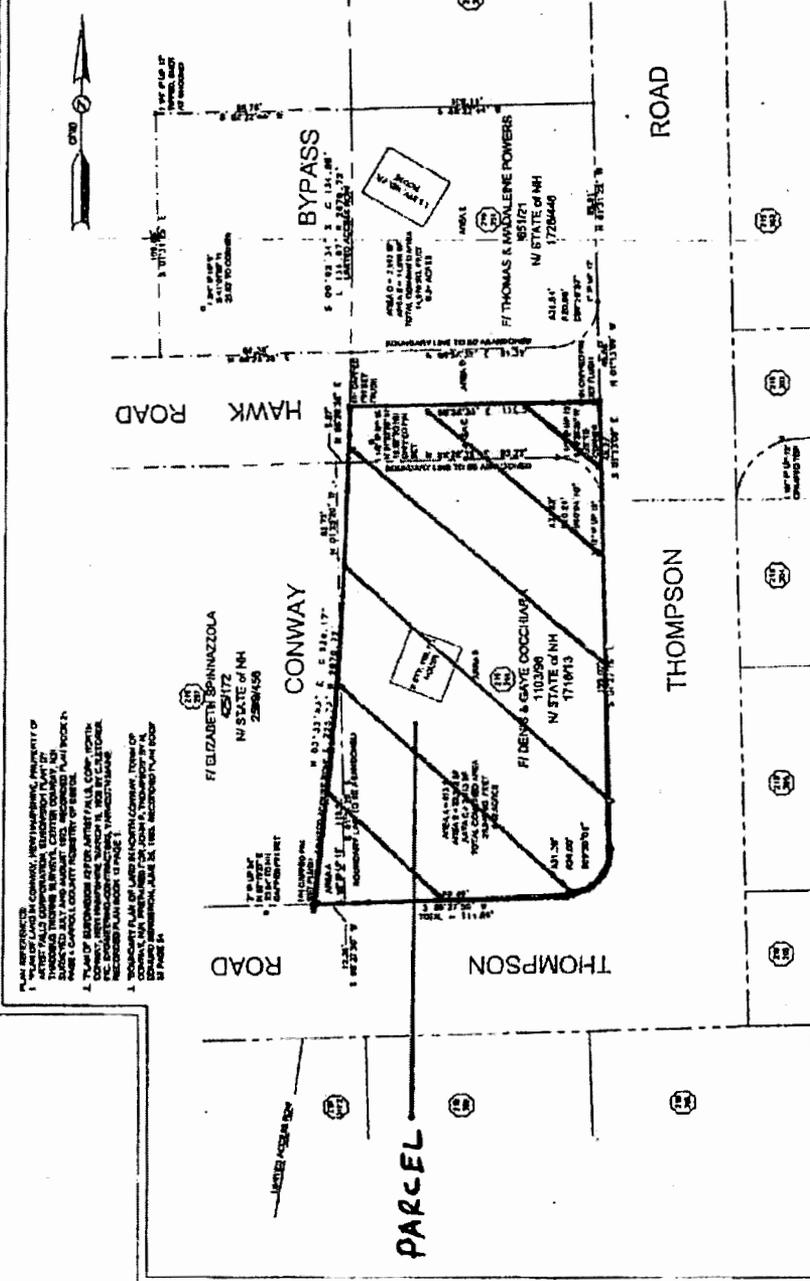
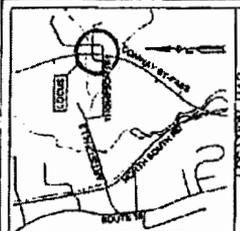
Michael W. Kane  
Legislative Budget Assistant

MWK/pc  
Attachment





<p>NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS DESIGNED. THE TOWN ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE TOWN ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.</p>		<p>PROPERTY MAP MAP NO. 219</p>
<p>CONWAY NEW HAMPSHIRE</p>		<p>SCALE 1" = 100'</p> <p>APPROVED 10.1 APRIL 1, 2014</p>
<p>Legend</p> <ul style="list-style-type: none"> <li>Property Lines</li> <li>Lot Lines</li> <li>Street Right-of-Way</li> <li>Water</li> <li>Other</li> </ul>		<p>RA 216 Thompson Road</p>



**NHDOT**  
 BOUNDARY AND EASEMENT AGREEMENT PLAN  
 PAR LOTS 237, 258 AND 259  
 CONWAY BYPASS ROAD  
 CARROLL COUNTY  
 NH  
 JUNE 8, 2018



1. THE BOUNDARY AND EASEMENT AGREEMENT PLAN IS THE PROPERTY OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION.

2. THIS PLAN IS THE PROPERTY OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION.

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NOTES:  
 1. THE BOUNDARY AND EASEMENT AGREEMENT PLAN IS THE PROPERTY OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION.

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DATE: 6/10/18 BY: [Signature]

NOTES:  
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DATE: 6/10/18 BY: [Signature]

- LEGEND**
- PROPERTY BOUNDARY LINE
  - EASEMENT BOUNDARY LINE
  - LIMITED ACCESS ROAD-OR-WALK
  - COMMON FRACT LINES
  - BOUNDARY LINE TO BE RE-LOCATED
  - EXISTING ROAD RW
  - STATE OF NH RW
  - TOLL ROAD AND LOT NUMBER

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



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 20th day of July, 2017 between State of New Hampshire

(SELLER) of 1 Hazen Dr
City/Town Concord, State NH, Zip 03301-6502
and Richard J Fleming

(BUYER) of 50 Saddleback Rd
City/Town Mashpee, State MA, Zip 02649-2539

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Conway located at 216 Thompson Rd

County Carroll, Book 1718, Page 013, Date 10/1997 (PROPERTY).

3. The SELLING PRICE is One Hundred Forty Thousand Dollars \$140,000.00. A DEPOSIT in the form of Cashier's Check is to be held in an escrow account by Keller Williams Lakes and Mountains Real Estate (ESCROW AGENT). BUYER [ ] has delivered, or [X] will deliver to the ESCROW AGENT's FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$14,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$NA will be delivered on or before NA. 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 \$126,000.00.

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

5. TRANSFER OF TITLE: On or before September 29, 2017 at location and date of seller's choice, time being of the essence 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: Charlie Erff of Keller Williams Lakes and Mountains Real Estate is a [X] seller agent [ ] buyer agent [ ] facilitator [ ] disclosed dual agent\*. Bill Barbin of Keller Williams Lakes and Mountains Real Estate 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.

[X] 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 [Signature], 8/2/17 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. 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 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. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures as shown and as is

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:** 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. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

**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. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

**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 AND SIGNIFIES BY INITIALING HERE:** \_\_\_\_\_

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

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ 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 type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. <u>None</u>	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. <u>None</u>	<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. 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. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(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 MS, 8/2/17 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 conditions(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:

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

Table with 4 columns: Item, YES, NO, YES, NO. Rows include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, and Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within na 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 ( X ) is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT NA TERM/YEARS NA RATE NA MORTGAGE TYPE NA

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 [Signature] , 8/2/17 BUYER(S) INITIALS [Signature]

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



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 NA 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 NA ("Financing Deadline"), then:

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

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

If, however:

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

Then SELLER shall have the option of either:

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

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

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

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

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

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

SELLER(S) INITIALS CS / 8/2/17 BUYER(S) INITIALS [Signature] / \_\_\_\_\_  
07/28/17 2:38PM EDT

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



19. ADDITIONAL PROVISIONS:

- A. Buyer shall pay the \$1100 administrative fee to the State of NH at closing, in addition to selling price.
B. Sale is subject to Governor and Executive Council approval.

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 initialed 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 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 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.

Richard J Fleming
BUYER
Richard J Fleming
50 Saddleback Rd
MASHPEE MA 02649-2539

dotloop verified
07/28/17 2:38PM EDT
UNQ:J9XN-014VN-0T40

BUYER
DATE/TIME
MASHPEE MA 02649-2539
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.

State of New Hampshire
1 Hazen Dr
Concord NH 03301-6502

8/2/17

SELLER
DATE/TIME
MASHPEE MA 02649-2539
CITY STATE ZIP

**BUYER AGENCY DISCLOSURE**  
New Hampshire Association of REALTORS® Standard Form



Rea 701.01(b) of the New Hampshire Real Estate Commission Administrative Regulations requires that a licensee, showing a property listed with another agency shall disclose their brokerage relationship verbally or in writing to the other party's agent prior to showing the property and in writing on the offer.

NOTICE IS HEREBY GIVEN TO THE SELLER OR SELLER'S AGENT THAT THE LICENSEE IS REPRESENTING THE BUYER IN THE NEGOTIATION AND PURCHASE OF PROPERTY.

THE BROKER OR SALESPERSON HAS AN ETHICAL AND LEGAL OBLIGATION TO TREAT ALL PARTIES TO A TRANSACTION HONESTLY.

A COPY OF THIS DISCLOSURE IS RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

*Richard J Fleming*  
dotloop verified  
07/28/17 2:38PM EDT  
OCT3-LSQY-W3F7-YHC1

BUYER(S) OR BUYER'S BROKER  
Richard J Fleming

*Bill Barbin*  
dotloop verified  
07/27/17 5:02PM EDT  
QSZS-531N-KHVB-NTUC

LICENSEE REPRESENTING BUYER  
Bill Barbin

*[Signature]* 8/2/17

SELLER(S) OR SELLER'S AGENT  
DATE

Keller Williams Lakes and Mtns Real Estate  
FIRM REPRESENTING THE BUYER

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**BUYER AGENCY DISCLOSURE**  
New Hampshire Association of REALTORS® Standard Form



Rea 701.01(b) of the New Hampshire Real Estate Commission Administrative Regulations requires that a licensee, showing a property listed with another agency shall disclose their brokerage relationship verbally or in writing to the other party's agent prior to showing the property and in writing on the offer.

NOTICE IS HEREBY GIVEN TO THE SELLER OR SELLER'S AGENT THAT THE LICENSEE IS REPRESENTING THE BUYER IN THE NEGOTIATION AND PURCHASE OF PROPERTY.

THE BROKER OR SALESPERSON HAS AN ETHICAL AND LEGAL OBLIGATION TO TREAT ALL PARTIES TO A TRANSACTION HONESTLY.

A COPY OF THIS DISCLOSURE IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

BUYER(S) OR BUYER'S BROKER  
Richard J Fleming

LICENSEE REPRESENTING BUYER  
Bill Barbin

SELLER(S) OR SELLER'S AGENT  
DATE

Keller Williams Lakes and Mtns Real Estate  
FIRM REPRESENTING THE BUYER



# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



### TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 216 Thompson Road, Conway, NH 03860

- e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A?  Yes  No  Unknown  
 IF YES: has a site assessment been done?  Yes  No  Unknown

Source of Information: \_\_\_\_\_

Comments: \_\_\_\_\_

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

### 8. HAZARDOUS MATERIAL

- a. UNDERGROUND STORAGE TANKS - Current or previously existing:  
 Are you aware of any past or present underground storage tanks on your property?  Yes  No  Unknown  
 IF YES: Are tanks currently in use?  Yes  No

IF NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Are you aware of any past or present problems such as leakage, etc?  Yes  No Comments: \_\_\_\_\_

If tanks are no longer in use, have the tanks been removed?  Yes  No  Unknown

- b. ASBESTOS - Current or previously existing:  
 As insulation on the heating system pipes or ducts?  Yes  No  Unknown  
 In the siding?  Yes  No  Unknown In the roofing shingles?  Yes  No  Unknown  
 In flooring tiles?  Yes  No  Unknown Other: \_\_\_\_\_  Yes  No  Unknown

If YES, Source of information: \_\_\_\_\_

Comments: \_\_\_\_\_

- c. RADON/AIR - Current or previously existing:  
 Has the property been tested?  Yes  No  Unknown  
 If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: \_\_\_\_\_

- d. RADONWATER - Current or previously existing:  
 Has the property been tested?  Yes  No  Unknown  
 If YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: \_\_\_\_\_

- e. LEAD-BASED PAINT - Current or previously existing:  
 Are you aware of lead-based paint on this property?  Yes  No  
 If YES: Source of information: \_\_\_\_\_

Are you aware of any cracking, peeling, or flaking lead-based paint?  Yes  No

Comments: \_\_\_\_\_

SELLER(S) INITIALS UB \_\_\_\_\_

BUYER(S) INITIALS RJF \_\_\_\_\_

08/01/17

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
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TO BE COMPLETED BY SELLER

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f. Are you aware of any other hazardous materials?  Yes  No

If YES: Source of information: \_\_\_\_\_

Comments: \_\_\_\_\_

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes  No  Unknown If YES, Explain: \_\_\_\_\_

What is your source of information? \_\_\_\_\_

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes  No  Unknown If YES, Explain: \_\_\_\_\_

What is your source of information? \_\_\_\_\_

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes  No If YES, Explain: \_\_\_\_\_

d. Are you aware of any problems with other buildings on the property?  Yes  No If YES, Explain: \_\_\_\_\_

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?  YES  NO  UNKNOWN If YES, Explain: \_\_\_\_\_

f. Is any part of this property in Current Use?  Yes  No  Unknown If YES, Explain: \_\_\_\_\_

g. Is this property located in a Federally Designated Flood Zone?  Yes  No  Unknown

h. Has the property been surveyed?  Yes  No  Unknown

If YES, is survey available?  Yes  No  Unknown

i. How is the property zoned? \_\_\_\_\_

j. Heating System Age: \_\_\_\_\_ Type: \_\_\_\_\_ Fuel: \_\_\_\_\_ Tank/Location: \_\_\_\_\_

Owner of Tank: \_\_\_\_\_

Annual Fuel Consumption: \_\_\_\_\_ Price: \_\_\_\_\_ Gallons: \_\_\_\_\_

Comments: \_\_\_\_\_

k. Roof Age: \_\_\_\_\_ Type of Roof Covering: \_\_\_\_\_

Moisture or leakage: \_\_\_\_\_

Comments: \_\_\_\_\_

l. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_  Type: \_\_\_\_\_

Moisture or leakage: \_\_\_\_\_

Comments: \_\_\_\_\_

m. Chimney(s) How Many? \_\_\_\_\_ Lined? \_\_\_\_\_ Last Cleaned: \_\_\_\_\_ Problems? \_\_\_\_\_

n. Plumbing Type: \_\_\_\_\_ Age: \_\_\_\_\_

Comments: \_\_\_\_\_

o. Domestic Hot Water: Age: \_\_\_\_\_ Type: \_\_\_\_\_ Gallons: \_\_\_\_\_

p. Electrical System Amps: \_\_\_\_\_  Circuit Breakers  Fuses

Comments: \_\_\_\_\_

q. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No

If Yes, please explain: \_\_\_\_\_

r. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_

Comments: \_\_\_\_\_

s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property?

(Per RSA 477:4-g)  Yes  No If YES, please explain: \_\_\_\_\_

t. Other (e.g. Alarm System, Irrigation System, etc.) \_\_\_\_\_

SELLER(S) INITIALS

ETS

BUYER(S) INITIALS

RJF  
08/01/17

PROPERTY DISCLOSURE - RESIDENTIAL ONLY  
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 216 Thompson Road, Conway, NH 03860

**NOTICE TO PURCHASER(S):** PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

10. **ADDITIONAL INFORMATION**

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes  No

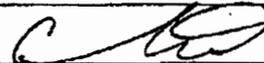
b. **ADDITIONAL COMMENTS:**

[Empty box for additional comments]

**ACKNOWLEDGEMENTS:**

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

 1/13/14  
SELLER DATE

SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

 dotloop verified  
08/01/17 9:24AM EDT  
PWW-OPBE-TRNC-EST7  
BUYER DATE

BUYER DATE



2017-01-13 (2).pdf  
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01/12/17  
11:14am EST  
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**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 2.5 % commission of the contract price or 1/2 earned comm.	<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. <i>CE</i>	

8. SPECIAL CONDITIONS - SELLER agrees:

01/12/17  
11:14am EST  
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<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 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 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 and <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker and <input checked="" type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	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.

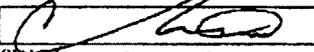
9. ADDITIONAL PROVISIONS

*CE CAS*  
01/12/17  
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1. Town of Conway and NHHFA have rights of first refusal on this property, and both with a 90 day exception to this contract for a period of 90 days from effective date thereafter.
2. Seller directs that property be withheld from MLS until photos can be obtained, estimated one week approximately.
3. Sale subject to approval by the Conway and Executive Council
4. In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,000.00 at closing *CAS*

01/12/17  
11:14am EST  
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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, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

 SELLER <i>1/25/17</i> N.H Dept of Transportation P.O Box 483	DATE	SELLER	DATE
ADDRESS Concord N.H. 03302	CITY	STATE	ZIP
Keller Williams Coastal & Lakes & Mountains Realty FIRM	<i>Charles Euff</i> BY	01/12/17 11:14am EST K097-SMCR-CIC-13062106 DPK TITLE	DATE
3641 White Mountain Hwy ADDRESS	N. Conway CITY	NH STATE	03886 ZIP

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01/12/17  
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