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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
 January 18, 2019

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to sell a 0.73 +/- of an acre parcel of State owned land located on the northerly side of NH Route 140 in the Town of Alton to J. Brandon Guida and Katrina G. Guida for \$25,000.00, plus an Administrative Fee of \$1,100.00 effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, further authorize the Department of Transportation to compensate Locke Associates, Inc. from the proceeds of the subject sale in the amount of \$1,500.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$23,500.00 (\$25,000.00 - \$1,500.00 = \$23,500.00). It has been determined by the Division of Finance that this parcel was originally purchased with 100% Federal Funds.

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

04-096-096-960015-0000-UUU-402156	<u>FY 2019</u>
Administrative Fee	\$1,100.00
04-096-096-963515-3054-401771	<u>FY 2019</u>
Consolidated Federal Aid	
(100% of \$23,500.00)	\$23,500.00
(Estimated amount, actual will be based on Closing Statement)	

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land located on the northerly side of NH Route 140 in the Town of Alton.

This property was acquired in 1996 in connection with a dam breach in the area, Project: ER-1996(001), 12497 Alton Betterment.

The need for the seventy three hundredths (0.73) of an acre parcel has been reviewed by the Department, which has determined that the subject parcel is surplus to our operational needs and interest for the purpose of disposal.

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 Federal funds.

On February 21, 2018, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Locke Associates, Inc. to sell the above property for \$25,000.00. This approval allowed the Department to enter into a Purchase & Sales Agreement (subject to Governor and Executive Council 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 February 21, 2018 meeting to compensate Locke Associates, Inc. a 6% commission for the sale of this property.

This listing price was determined by an appraisal prepared by a Staff appraiser as well as a market analysis submitted by prequalified realtors.

Locke Associates, Inc. marketed the subject property and brought all offers to the Department for consideration. On May 10, 2018, the Department entered into a Purchase and Sales Agreement with Mark A. Tilton and Maureen B. Fadden-Tilton for \$25,000.00 plus a \$1,100.00 Administrative Fee.

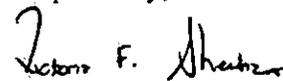
Mark A. Tilton and Maureen B Fadden-Tilton subsequently assigned their interest in the Purchase and Sales Agreement to another party interested in the property, J. Brandon Guida and Katrina G. Guida. The addendum attached assigned all rights in the Purchase and Sales Agreement, and upon approval by the Governor and Executive Council, title will be transferred to the Guidas.

In accordance with RSA 4:39-c, the Town of Alton 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 responded to the Department that they are not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 0.73 +/- of an acre parcel of land to J Brandon Guida and Katrina G. Guida for \$25,000.00, plus a \$1,100.00 Administrative Fee. The Department has also agreed as part of the sale to pay a commission of \$1,500.00 dollars (6%) from the proceeds to Locke Associates, Inc. In addition, miscellaneous closing costs such as property tax proration, 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/
Attachments

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT DATED MAY 10, 2018 BETWEEN THE STATE OF NEW HAMPSHIRE, AS SELLER, AND MARK A. TILTON AND MAUREEN B. FADDEN-TILTON, AS BUYERS, FOR THE PROPERTY LOCATED AT LOT-5 FRANK C. GILMAN HIGHWAY-ALTON, NEW HAMPSHIRE ("Agreement").

We, Mark A. Tilton and Maureen B. Fadden-Tilton ("Assignor") agree to assign all rights in said Agreement to J. Brandon Giuda and Katrina G. Giuda ("Assignee") for the sum of \$6,000, which was received on January 12, 2019.

Mark A. Tilton 1/25/19
Assignor: Mark A. Tilton Date

Maureen B. Fadden-Tilton 1/25/19
Assignor: Maureen B. Fadden-Tilton Date

J. Brandon Giuda dotloop verified
01/24/19 12:47 PM EST
L56D-PL0K-YQF7-9HUB
Assignee: J. Brandon Giuda Date

Katrina E. Giuda dotloop verified
01/24/19 12:44 PM EST
ETHK-JUOR-37E-RAGM
Assignee: Katrina G. Giuda Date

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 10th day of May, 2018 between
 State of New Hampshire

 ("SELLER") of 2 Sawmill Road
 City/Town Gilford State NH Zip 03249
 and Mark A. Tilton and Maureen B. Fadden-Tilton

 ("BUYER") of 482 Halls Hill Road
 City/Town Alton State NH Zip 03809

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
 of Alton, NH located at Lot 5 Frank C. Gilman Highway
A .73-acre vacant lot with 165' frontage on Frank C. Gilman Highway.
 County Bellamy Book 1398 Page 433 Date 11/05/1998 ("PROPERTY"),
 Dollars \$29,000.00

3. The SELLING PRICE is Twenty Five and 00/100
 A DEPOSIT in the form of personal check is to be held in an escrow account by
Locke Associates Inc. ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW
 AGENT's FIRM within _____ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00
 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 \$29,000.00

4. DEED: Marketable title shall be conveyed by a Warranty Deed Quitclaim Deed deed, and shall be free
 and clear of all encumbrances except usual public utilities serving the PROPERTY.
6/29/2018 S.M.T. & M.B. CAS
BITBD

5. TRANSFER OF TITLE: On or before 6/29/2018 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: N/A

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:
Maggie Locke Emerson of Locke Associates Inc.
 is a seller agent buyer agent facilitator disclosed dual agent
David Countway of Maxfield Real Estate
 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 \$N/A

SELLER(S) INITIALS MAS BUYER(S) INITIALS M.T. M.B.

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

10. 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 tender 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 N/A - Vacant Lot

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) 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 fading lead paint can present a definite 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: M.S.T. M.S.T.

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

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.T.

BUYER(S) INITIALS M.S.T.

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- 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:

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 type="checkbox"/>	<input checked="" type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:56	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. 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 "CASH OFFER" _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

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

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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 06/30/2018 ("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 [Signature] BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT
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19. ADDITIONAL PROVISIONS:

This offer is subject to a Town of Alton and State of NH approval for a 2-bedroom septic system prior to the Closing.

20. ADDENDA ATTACHED: Yes 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 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.

★ Mark A. Tilton 5/16/18
 BUYER DATE/TIME
 Mark A. Tilton

★ Maurice B. Fadden Tilton
 BUYER DATE/TIME
 Maurice B. Fadden Tilton

462 Halls Hill Road
 MAILING ADDRESS

462 Halls Hill Road
 MAILING ADDRESS

Alton, NH 03809
 CITY STATE ZIP

Alton, NH 03809
 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] 5/16/18
 SELLER DATE/TIME

SELLER DATE/TIME

2 Sawmill Road
 MAILING ADDRESS

MAILING ADDRESS

Clifford, NH 03249
 CITY STATE ZIP

CITY STATE ZIP

All offers are subject to the following conditions:

- 1) First right of refusal to purchase the property by the New Hampshire Housing Finance Authority. If this entity or any State agency that may express interest in the property 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.

★ Mark A. Tilton
Buyer: Mark A. Tilton Date

★ Maureen B. Fadden-Tilton
Buyer: Maureen B. Fadden-Tilton Date

[Signature]
seller 5/16/18

RELEASE OF STANDARD CONTINGENCIES
TO THE PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



In connection with the Purchase and Sales Agreement dated 05/16/2018 - Effective date _____ between _____
State of NH _____, ("SELLER"), and
Mark A. Tilton and Maureen B Fadden-Tilton _____, ("BUYER"), for

the property located at _____

The SELLER/BUYER hereby releases the following contingencies:

The Buyers release the following Additional Provision as stated in Item #19 of the Purchase and Sales Agreement.
(This offer is subject to a Town of Alton and a State of NH approval for a 2 bedroom septic system prior to the Closing.)
The Buyers engaged the services of Varney Engineering LLC, Alton, NH. A representative of Varney Engineering visited the property and gave the opinion that there would be no problem in designing a new septic system for the .73-acre site.
The Buyers are satisfied that a new 2-bedroom septic system can be designed for the property (Lot #5) and release the contingency as stated in the Additional Provision. (Item #19 in the Purchase and Sales Agreement)

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

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

* Mark A. Tilton 7/18/18
BUYER Mark A. Tilton DATE/TIME

* Maureen B. Fadden-Tilton 7/18/18
BUYER Maureen B. Fadden-Tilton DATE/TIME

[Signature] 8/17/18
SELLER DATE/TIME

SELLER DATE/TIME

Route 140 State of NH to Tilton TOT Extension Addu...
view only

FILE MORE SHARE

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



Addendum to the Purchase and Sales Agreement dated 5/10/2018 between

State of New Hampshire ("SELLER"), and

Mark A. Tilton and Maureen B. Fadden-Tilton ("BUYER"), for
the property located at Lot 5 - Frank C. Gilman Highway

hereby agree to the following:

Extend the transfer of title to on or before December 15, 2018

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>Mark A. Tilton</u>	<u>8/9/18</u>	★	<u>Maureen B. Fadden-Tilton</u>	<u>8/13/18</u>
	BUYER	DATE / TIME		BUYER	DATE / TIME
	<u>Mark A. Tilton</u>			<u>Maureen B. Fadden-Tilton</u>	
	<u>[Signature]</u>	<u>8/13/18</u>			
	SELLER	DATE / TIME		SELLER	DATE / TIME

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**ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT
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Addendum to the Purchase and Sales Agreement dated 5/10/2018 between

State of NH ("SELLER"), and

Mark A. and Maureen B. Tilton ("BUYER"), for

the property located at Lot 5 - Frank C. Gilman Highway - Alton, NH 03809

hereby agree to the following:

The Transfer of Title Date is extended to on or before ~~December 15, 2018.~~ April 1, 2019

M.B. *M.A.T.*

CS

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>Mark A. Tilton</u>	<u>12/7/18</u>	★	<u>Maureen B. Tilton</u>	<u>12/7/18</u>
BUYER	Mark A. Tilton	DATE/TIME	BUYER	Maureen B. Tilton	DATE/TIME
	<u>[Signature]</u>	<u>12/7/18</u>			
SELLER		DATE/TIME	SELLER		DATE/TIME

EXCLUSIVE LISTING AGREEMENT

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, Department of Transportation (**"SELLER"**), hereby gives the undersigned (**"FIRM"**), on this date, 4/23/18, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at Map 28, Lot 5 Frank C Gilman Highway, Alton, NH owned by SELLER and including any other property, real or personal, subsequently added, thereto, recorded in the Belknap County Registry of Deeds in Book 1398 Page 435 (**"PROPERTY"**), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$25,000 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 0% of the lease amount or

2. THIS AGREEMENT SHALL BE IN EFFECT from 04/30/2018 through 04/30/2019. 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 3 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 TBD

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.

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.

SELLER _____ DATE <u>5/1/18</u>	SELLER _____ DATE _____
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At this time, SELLER does not consent to dual agency showings.

SELLER _____ DATE _____	SELLER _____ DATE _____
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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. 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 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.

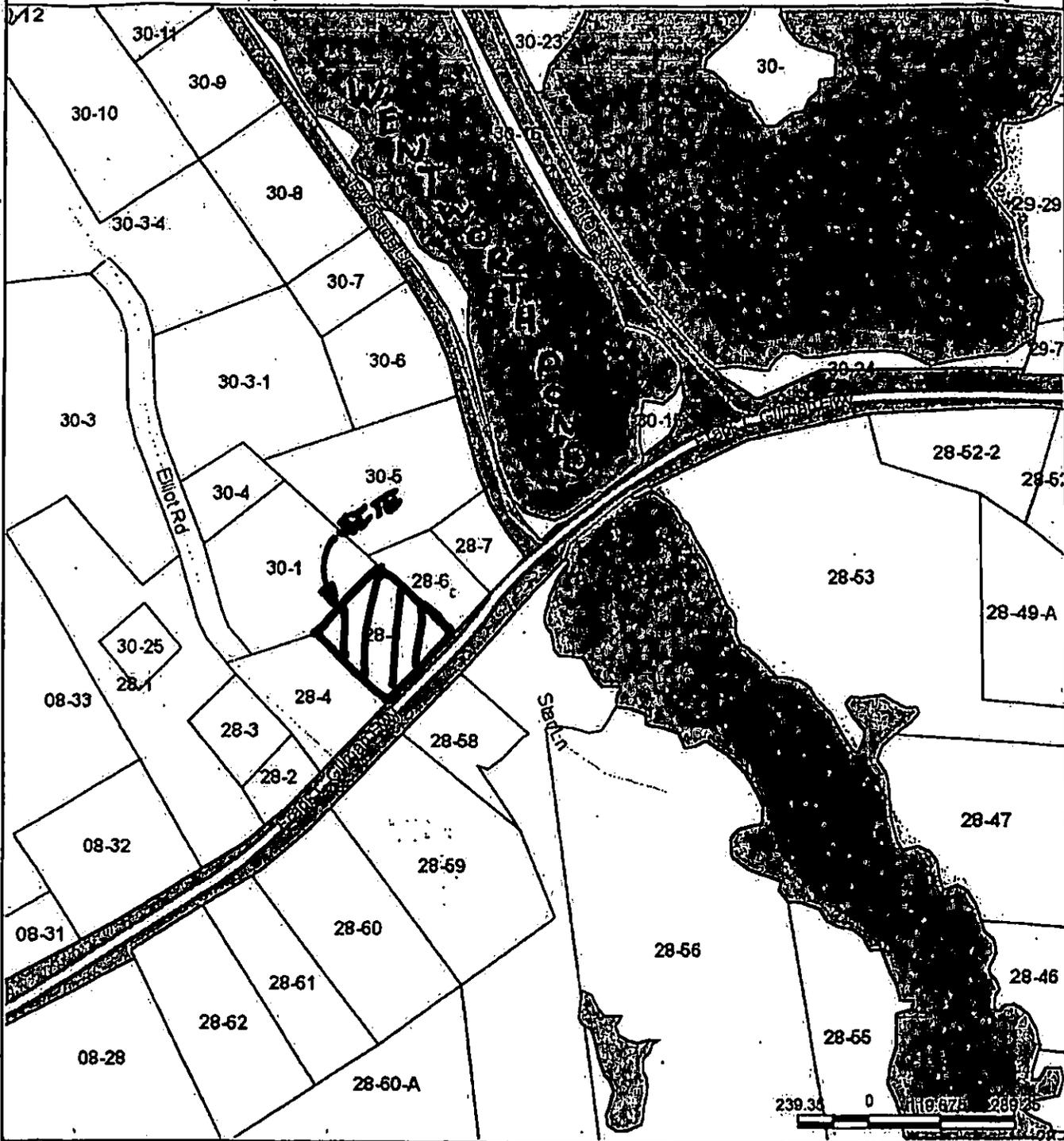
7. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or Pursuant to the requirements of NH RSA 331-A:25-6(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>2.5</u> % commission of the contract price or <u>3%</u> to coop agency.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>2.5</u> % commission of the contract price or <u>3%</u> to coop agency.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

CNS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



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LRCP 18-003

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Director, Audit Division
(603) 271-2785

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

FEB 26 2018

RECEIVED

February 22, 2018

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 February 21, 2018, 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 Locke Associates Inc. for the sale of a 0.73 +/- acre parcel of State owned land located on the northerly side of N.H. Route 140 in the Town of Alton for \$25,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated January 16, 2018.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment