



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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 27, 2017

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.66 +/- of an acre parcel of State owned land improved with a single-family residence located at 296 Thompson Road in the Town of Conway to Black Diamond Real Estate Trust for one hundred forty six thousand one hundred (\$146,100.00) 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 Badger Realty, LLC from the proceeds of the subject sale in the amount of seven thousand three hundred five (\$7,305.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$138,795.00 (\$146,100.00 - \$7,305.00 = \$138,795.00). 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 Administrative Fee	<u>FY 2017</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (5.92% of \$146,100.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2017</u> \$8,649.12
04-096-096-963515-3054-401771 Consolidated Federal Aid (94.08% of \$146,100.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2017</u> \$137,450.88

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land improved with a single-family residence located at 296 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 six hundredths (0.66) 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 Badger Realty, LLC to sell the above property for one hundred sixty thousand (\$160,000.00) 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 Badger Realty, LLC a 5% commission for the sale of this property.

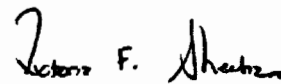
Badger Realty, LLC marketed the subject property and brought all offers to the Department for consideration. On January 19, 2017, the Department entered into a Purchase and Sale Agreement with Black Diamond Real Estate Trust for one hundred forty-six thousand one hundred (\$146,100.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

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 0.66 +/- of an acre parcel of land to Black Diamond Real Estate Trust for one hundred forty-six thousand one hundred (\$146,100.00) 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 three hundred five (\$7,305.00) dollars (5%) from the proceeds to Badger Realty, LLC. 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F Sheehan.
Commissioner

VFS/PJM/jl
Attachments

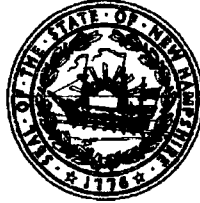
DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

DEC 02 2016

RECEIVED

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

LRCP 16-030

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,

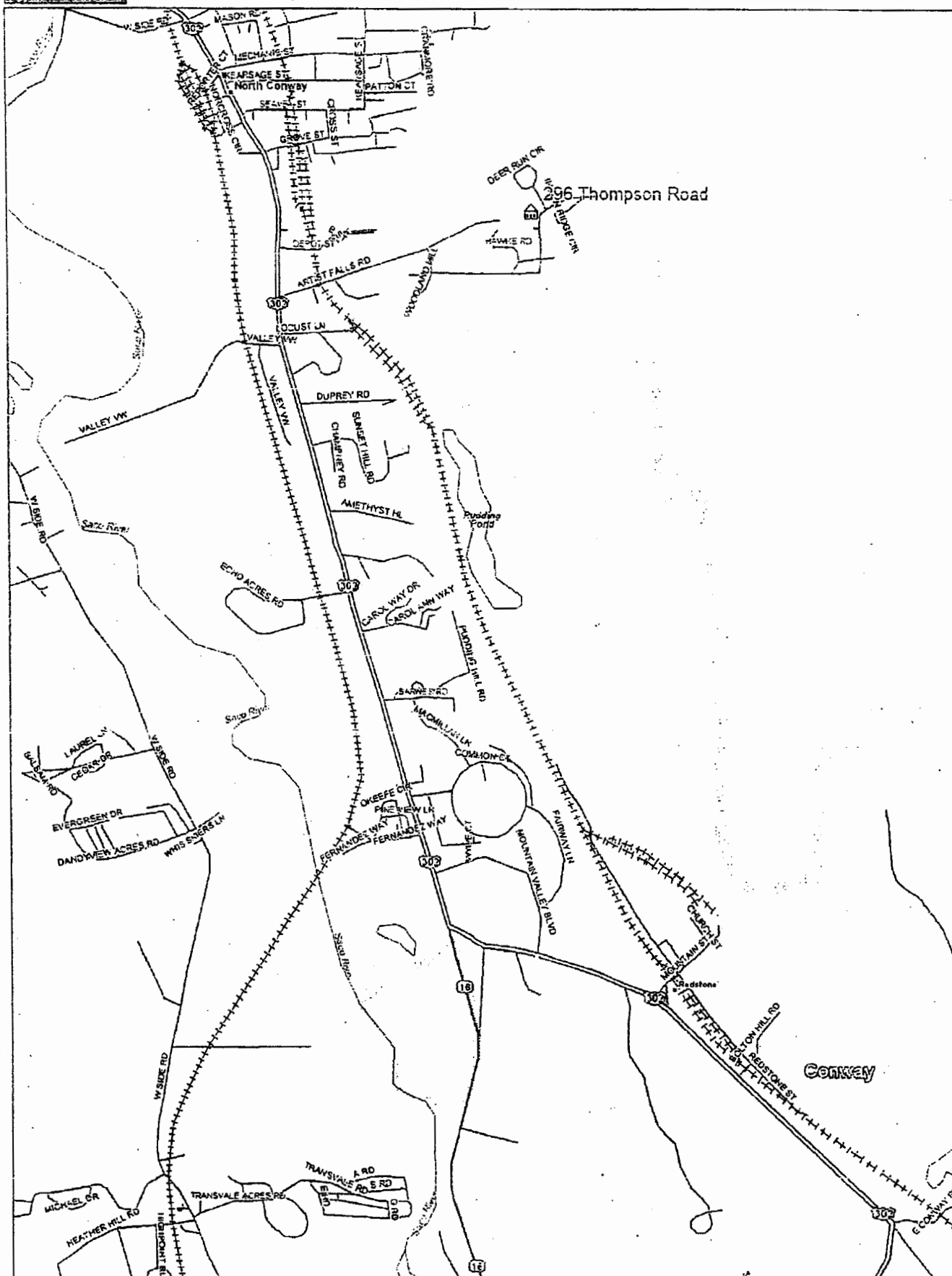
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 30, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Badger Realty, LLC for the sale of a 0.66 +/- of an acre parcel of State owned land improved with a single-family residence located at 296 Thompson Road in the Town of Conway for \$160,000, assess 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.

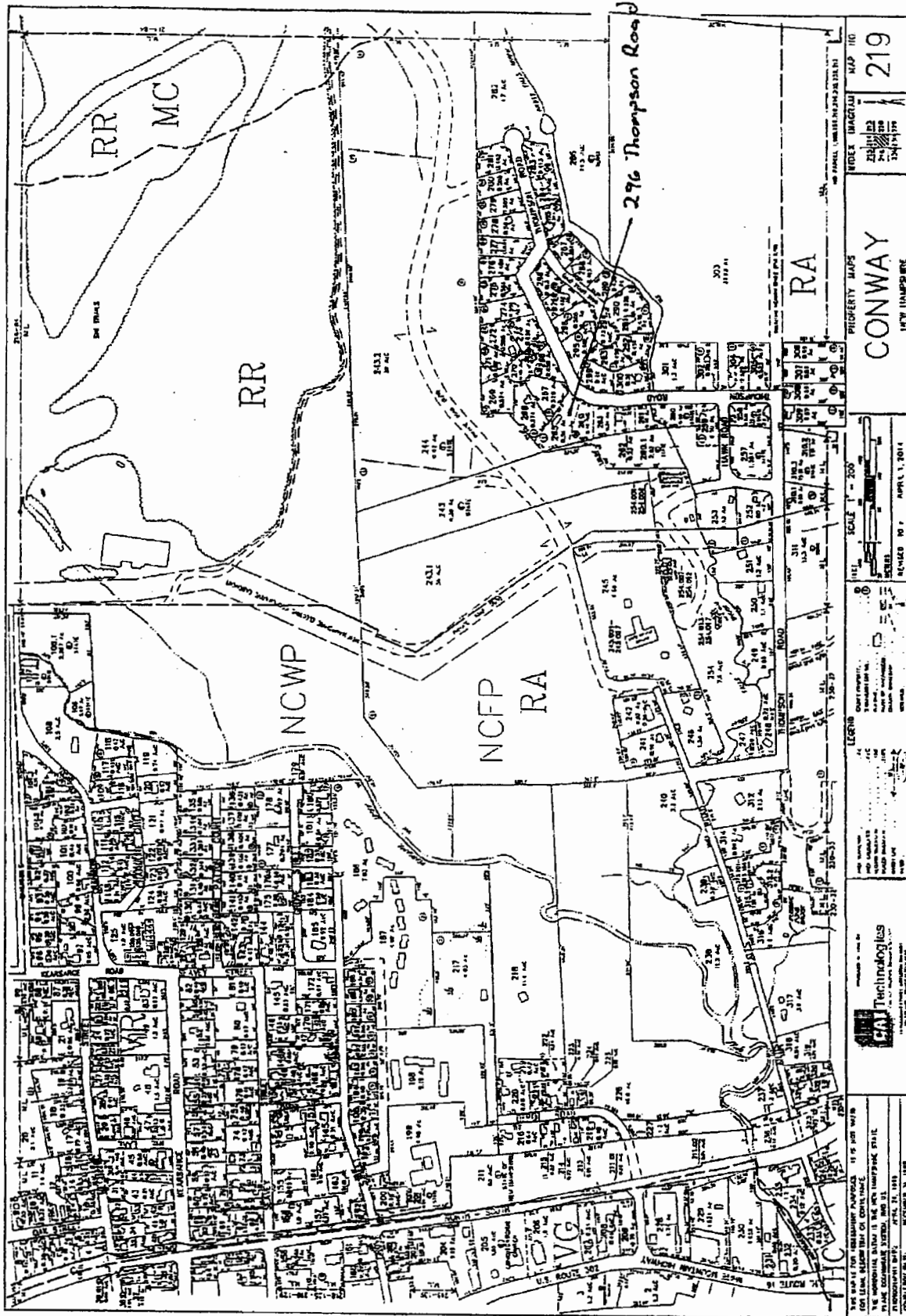
Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment





CA Technologies <small>CONWAY, HAMPSHIRE</small>		219 <small>MAP NO.</small>
CONWAY <small>PROPERTY MAPS</small>		219 <small>MAP NO.</small>
<small>SCALE 1" = 200'</small> <small>APRIL 1, 2011</small>		<small>1479 HAMPSHIRE</small>
<small>THE MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ANY KIND. THE MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED. THE MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED.</small>		

Revised 1/17/17
je

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



January 19, 2017 (EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 21 of this Agreement.

- THIS AGREEMENT made this 13th day of January, 2017 between
NH Dept of Transportation
(SELLER) of _____
City/Town _____ State _____ Zip _____
and Black Diamond Real Estate Trust
(BUYER) of PO Box 315
City/Town Glen State NH Zip 03838
 - WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of North Conway located at 288 Thompson Road
A Three Bedroom Two Bath Home
County Carroll Book 1709 Page 827 Date _____ (PROPERTY).
 - The SELLING PRICE is One Hundred Forty-Five Thousand, One Hundred Dollars \$145,100.00
A DEPOSIT in the form of Personal Check is to be held in an escrow account by Black Bear
Realty ("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 \$9,080.00 will be delivered on or before
21 Days From Effective Date. 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 \$135,100.00.
 - 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.
 - TRANSFER OF TITLE: On or before March 31, 2017 at Cooper, Carroll & Chant PA
or some other place of mutual consent as agreed to in writing.
 - 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: NA
- 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.
- REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Paul Mayer of Black Bear Realty
is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent
Normand Hood of Bedger Realty
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.
 - 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 MS

BUYER(S) INITIALS je

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Black Bear Realty, 41 US Hwy 303 Glen, NH 03838
Paul Mayer

Produced with support by eLogic 18070 Pleasant Hill Road, Fraser, Michigan 48226 248.281.6000

Phone: 603.287-7731 Fax:

Curt Thompson

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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 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

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 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. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input checked="" 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

BUYER(S) INITIALS JP

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CRS Thompson

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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: je

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 366-B:55	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" 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 _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____
Cash

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

SELLER(S) INITIALS CMS

BUYER(S) INITIALS je

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

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

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 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

BUYER(S) INITIALS

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

Property is sold "AS IS"

Contract must state that the sale is subject to approval by the Governor's Executive Council.

Buyers agree that the transfer is subject to an administrative fee of \$1,100 paid by buyer at 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 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.

John Clifton 1/16/17
 BUYER DATE/TIME
 Black Diamond Real Estate Trust
 PO Box 316
 MAILING ADDRESS

Glen NH 03838
 CITY STATE ZIP
 CITY STATE ZIP

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

[Signature] 1/18/17
 SELLER DATE/TIME
 NH Dept. of Transportation
 P.O. Box 483
 MAILING ADDRESS

Concord NH 03302
 CITY STATE ZIP
 CITY STATE ZIP

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Cindy Thompson

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. SELLER: New Hampshire Dept. of Transportation
2. PROPERTY LOCATION: 296 Thompson Rd., North Conway, NH 03860
3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED? Yes No
4. SELLER: has has not occupied the property for years.
5. **WATER SUPPLY**

Please answer all questions regardless of type of water supply.

- a. TYPE OF SYSTEM: Public Private Seasonal Unknown
Drilled Dug Other
- b. INSTALLATION: Location: Date of Installation:
Installed By:
What is the source of your information?
- c. USE: Number of persons currently using the system:
Does system supply water for more than one household? Yes No
- d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No
Quality: Yes No Unknown
If YES to any question, please explain in Comments below or with attachment.
- e. WATER TEST: Have you had the water tested? Yes No Date of most recent test
If YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
If YES, are test results available? Yes No What steps were taken to remedy the problem?

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

- a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown
Septic Design Available: Yes No
- b. IF PUBLIC OR COMMUNITY/SHARED
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem?
- c. IF PRIVATE:
TANK: Septic Tank Holding Tank Cesspool Unknown Other
Tank Size Gal. Unknown Other
Tank Type Concrete Metal Unknown Other
Location: Location: Unknown Date of Installation:
Date of Last Servicing: Name of Company Servicing Tank:
Have you experienced any malfunctions? Yes No
Comments:
- d. LEACH FIELD: Yes No Other
IF YES, Location: Size Unknown
Date of Installation of leach field: Installed By:
Have you experienced any malfunctions? Yes No
Comments:

SELLER(S) INITIALS MB

BUYER(S) INITIALS

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Budger Realty Corp, 2623 Main St North Conway, NH 03860
Nathan Hild

Produced with zipForm® by zipLogic 18070 Fifteen Mile Road, Fraser, Michigan 48078 www.zipform.com

Phone: (603) 883-4411

Fax: (603) 556-1068

NH 09/1 of

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 296 Thompson Rd., North 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 checked="" type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input checked="" type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input checked="" type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input checked="" 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. RADON/WATER - 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 AS

BUYER(S) INITIALS JK

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NH Dept of

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 296 Thompson Rd., North Conway, NH 03860

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, By: _____

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: _____

Moldure or leakage: _____

Comments: _____

l. Foundation/Basement: ☐ Full ☐ Partial ☐ Other: _____ Type: _____

Moldure 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 [Signature]

BUYER(S) INITIALS [Signature]

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NH Dept of

New Hampshire Association of REALTORS® Standard Form



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.

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

• Yes No

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).

SELLER New Hampshire Dept. of Transportation

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.

~~BUYER~~

DATE _____

BUYER

DATE _____

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), New Hampshire Dept. of Transportation ("SELLER"), hereby gives the undersigned Badger Realty, LLC ("FIRM"), on this date, January 3, 2017, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 296 Thompson Rd., North Conway, NH 03860 owned by SELLER consisting of 2 story wood frame residence with 1,921 +/- sq ft of space and 6 portion of lot and including any other property, real or personal, subsequently added thereto, recorded in the Carroll County Registry of Deeds in Book 1709 Page 677 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$160,000.00 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 5.000% of the contract price or the of the lease amount or the

2. THIS AGREEMENT SHALL BE IN EFFECT from January 3, 2017 through January 3, 2018. 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 the

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 Norman J. Hoad 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.

SELLER NH Dept. of Transportation DATE 1/3/17 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:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a <u> </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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by FIRM
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>2.500</u> % commission of the contract price or	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

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>2.500</u> % commission of the contract price or _____.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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:

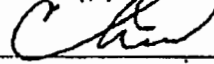
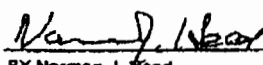
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 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

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 and the New Hampshire Housing Finance Authority. 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 due at closing.

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 New Hampshire Dept. of Transportation DATE <u>1/3/17</u>		SELLER _____ DATE _____	
Bureau of Right of Way JO Marton Bldg. Room 100 7 Hazen Dr ADDRESS Concord NH 03302-0483 CITY STATE ZIP		ADDRESS _____ CITY STATE ZIP	
Badger Realty, LLC FIRM		 BY Norman J. Read REALTOR TITLE DATE <u>1/4/17</u>	
P.O. Box 255 ADDRESS		Jackson NH 03848 CITY STATE ZIP	