



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



20
Blanton

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
February 28, 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 Barry Lorion and Nora Lorion for one hundred thirty five thousand (\$135,000.00) 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 six thousand seven hundred fifty (\$6,750.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$128,250.000 (\$135,000.00 - \$6,750.00 = \$128,250.00). 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:

Table with 2 columns: Description and Amount. Rows include Administrative Fee (\$1,100.00), Sale of Parcel (\$7,592.40), and Consolidated Federal Aid (\$120,657.60).

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.

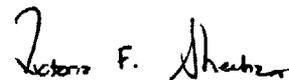
Keller Williams Lakes and Mountain Realty marketed the subject property and brought all offers to the Department for consideration. On February 7, 2017, the Department entered into a Purchase and Sale Agreement with Barry Lorion and Nora Lorion for one hundred thirty five thousand (\$135,000.00) dollars 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 0.62 +/- of an acre parcel of land to Barry Lorion and Nora Lorion for one hundred thirty five thousand (\$135,000.00) 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 six thousand seven hundred fifty (\$6,750.00) 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) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

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,

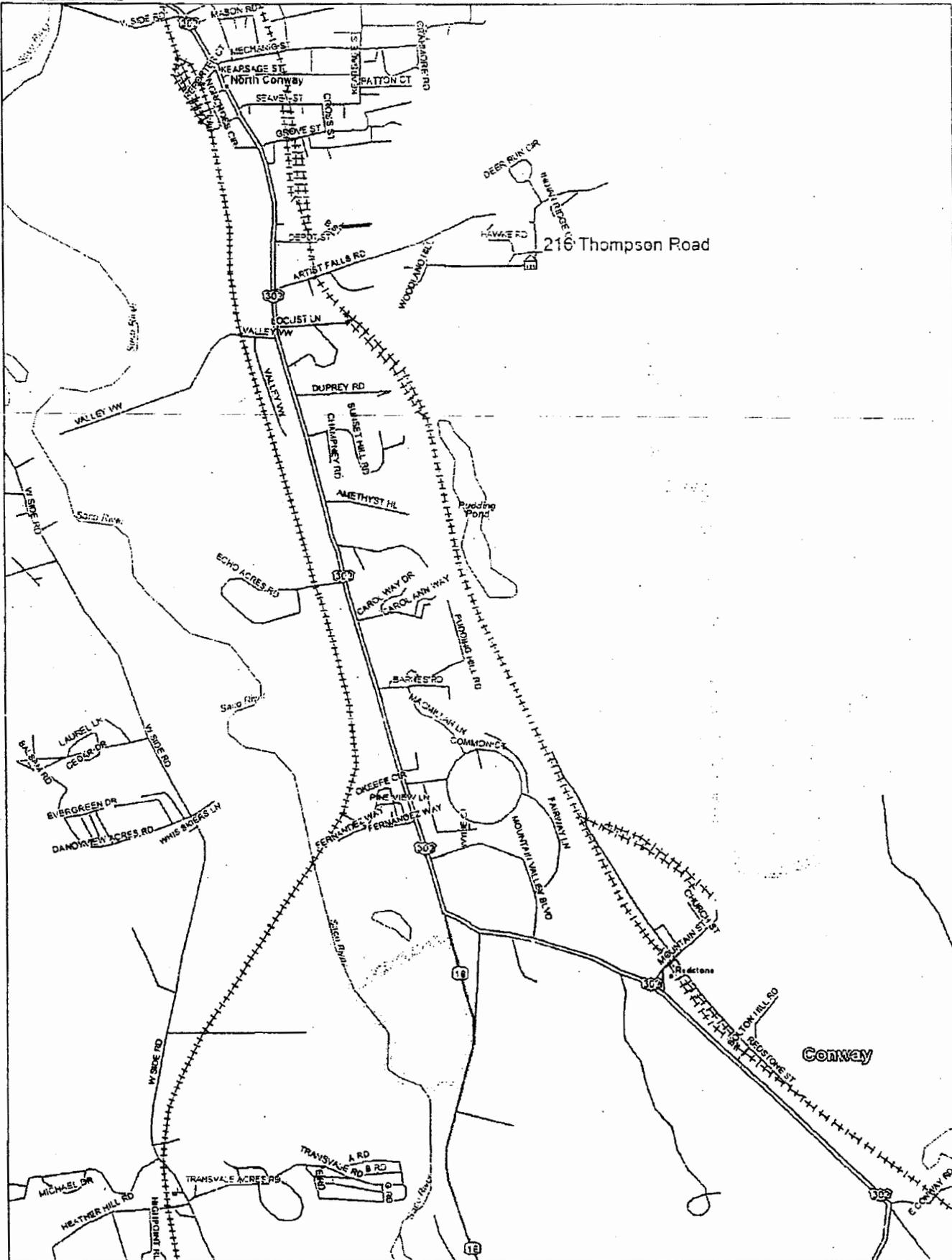
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 30, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Keller Williams Lakes and Mountain 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,

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

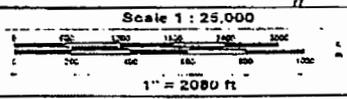
Michael W. Kane
Legislative Budget Assistant

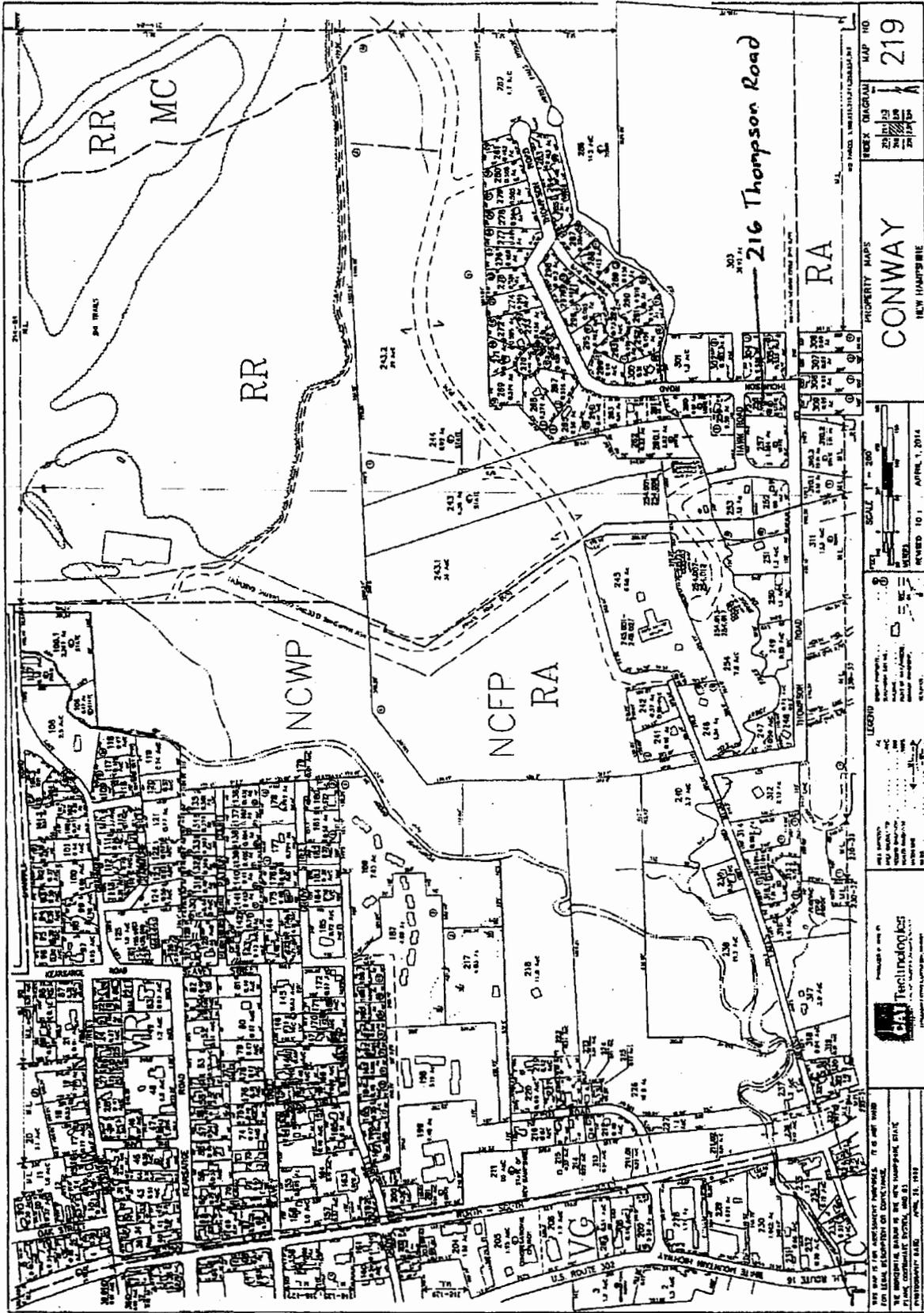
MWK/pe
Attachment



216 Thompson Road

Conway





INDEX (ORIGINAL) MAP NO. 219

PROPERTY MAPS
CONWAY
NEW HAMPSHIRE

SCALE 1" = 200'
APRIL 1, 2014

LEGEND

- Property boundary
- Street centerline
- Water
- Other

CAI Technologies
PROFESSIONAL LAND SURVEYORS
1000 WASHINGTON STREET
CONWAY, NH 03824
TEL: 603.533.1111
WWW.CAI-TECH.COM

THIS MAP IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE INFORMATION SHOWN IS THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CAI TECHNOLOGIES.

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 7th day of February, 2017 between
Charles R. Schmidt, PE, Administrator NHDOT Right of Way Division
("SELLER") of 216 Thompson Rd
City/Town N. Conway State NH Zip 03860
and Barry Lorion and Nora Lorion
("BUYER") of 376 W. Main Street
City/Town Millbury State MA Zip 01527

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 Road
NH, 03860
County Carroll County Book 1718 Page 013 Date _____ ("PROF")

3. The SELLING PRICE is One hundred thirty five thousand Dollars \$135,000
A DEPOSIT in the form of personal check is to be held in an escrow account by Keller Williams
Lakes & Mountains Realty ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW
AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000 \$5,000
BUYER agrees that an additional deposit of earnest money in the amount of \$waived will be delivered on or before
waived 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 \$134,000

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

5. TRANSFER OF TITLE: On or before 03/01/2017 at Alpine Title Services
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: Dryer, range, refrigerator and wood stove
will convey with the property.

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:
Charles G. Erff of _____
is a seller agent buyer agent facilitator disclosed dual agent

of _____
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 \$1,000

SELLER(S) INITIALS CAS / _____ BUYER(S) INITIALS BL / NL

CAS

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: [Signature Box] [Signature Box]

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

Table with 2 columns (a, d, e, f, g) and 2 rows (YES, NO) for various conditions like Restrictive Covenants, Condominium documentation, etc.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 10 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.

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 XXXXXXXXXXXXXXXX TERM/YEARS XXXXXXXX RATEXXXXXXXXXX MORTGAGE TYPEXXXXXXXXXXXXXXXXXXXX

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.

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

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 XXXXXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXXXXXXXXXXXXX ("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 / BUYER(S) INITIALS CS / CS

PURCHASE AND SALES AGREEMENT
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19. ADDITIONAL PROVISIONS:

Buyers understand and agree that they will pay an additional \$1100 fee required by the SELLER at closing, and that this fee is over and above the purchase price and any and all closing costs.

Sale is subject to approval by Governor and Executive Council subject to first right of refusal by the New Hampshire Housing Finance Authority.
CAS 2/10/17

02/11/17 5:47PM EST
02/11/17 6:51PM EST

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

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

Barry Loriau
BUYER DATE/TIME

Barry Loriau
BUYER DATE/TIME

376 W. Main Street
MAILING ADDRESS
Millbury, MA 01527
CITY STATE ZIP

376 W. Main Street
MAILING ADDRESS
Millbury, MA 01527
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.

SELLER DATE/TIME

SELLER DATE/TIME

316 Thompson Rd
MAILING ADDRESS
N. Conway, NH 03860
CITY STATE ZIP

MAILING ADDRESS
CITY STATE ZIP

2017-01-13 (2).pdf
VIEW ONLY

FILE MORE SHARE

dotloop signature verification: dotloop.com/my/verification/D...213020350-3-1011

01/17/17
11:14am EST
dotloop verified

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 Ordered 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:

01/17/17
11:14am EST
dotloop verified

<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

1. Town of Conway and NHFA have rights of first refusal on this property, and both have a ^{01/17/17} ~~blank~~ ^{CAS} option on this contract for a period of 90 days from effective date, therefore.

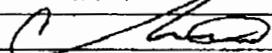
2. Seller directs that property be withheld from MLS until photos can be obtained, estimated one week approximately.

3. Sale subject to approval by the Governor and Executive Council

4. In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,700.00 at closing. ^{CAS}

01/17/17
11:14am EST
dotloop verified

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 N.H Dept of Transportation P.O Box 403	1/25/17 DATE		
ADDRESS	CITY	STATE	ZIP
Concord	N.H.	03302	
Keller Williams Coastal & Lakes & Mountains Realty FRM	 BY	01/17/17 11:14am EST 2017 SIGNATURE VERIFICATION BY	TITLE DATE
3641 White Mountain Hwy ADDRESS	N. Conway CITY	NH STATE	03885 ZIP

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01/17/17
11:14am EST
dotloop verified

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: Charles R. Schmidt, PE
2. PROPERTY LOCATION: 216 Thompson Road, 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 ever _____ 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: _____
 Installed By: _____ Date of Installation: _____
 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 CRS

BUYER(S) INITIALS _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 216 Thompson Road, Conway, NH 03860

6. 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. 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 UB / _____

BUYER(S) INITIALS _____ / _____

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PROPERTY LOCATION: 216 Thompson Road, 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: _____

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 ELK _____

BUYER(S) INITIALS _____

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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?

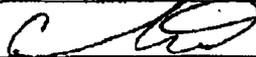
Yes No

b. ADDITIONAL COMMENTS:

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.

BUYER DATE

BUYER DATE