

17 Sam



*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  
May 29, 2018

**REQUESTED ACTION**

1. Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to sell a 3.8 +/- acre parcel of State owned land located on the westerly side of NH Route 11 in the Town of Alton to Rand Hill Realty LLC, Gary Connelly, Sole Member for \$57,501.00 plus a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.
2. Pursuant to RSA 230:45, further authorize the Department of Transportation to adjust the limits of the NH Route 11 Limited Access Right-of-Way for the disposal of the above-mentioned parcel.
3. 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 \$3,450.06 (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$54,050.94 (\$57,501.00 - \$3,450.06 = \$54,050.94). It has been determined by the Division of Finance that this parcel was originally purchased with 80% Federal Funds and 20% Highway 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
 04-096-096-960015-0000-UUU-409279	 <u>FY 2019</u>
Sale of Parcel	
(20% of \$54,050.94)	\$10,810.19
(Estimated amount, actual will be based on Closing Statement)	
 04-096-096-963515-3054-401771	 <u>FY 2019</u>
Consolidated Federal Aid	
(80% of \$54,050.94)	\$43,240.75
(Estimated amount, actual will be based on Closing Statement)	

## EXPLANATION

The Department of Transportation wishes to dispose of a 3.8 +/- acre portion of State owned NH Route 11 Limited Access Right of Way located on the westerly side of NH Route 11, located between NH Route 11 and Rand Hill Road in the Town of Alton.

This parcel, which is a portion of the NH Route 11 Limited Access Right of Way, was purchased by the Department in 1968 in connection with the relocation of NH Route 11 through this area as part of the Alton S-2-216(4), P-7441 project.

Conditions of this sale include:

- One (1) point of access will be granted from Rand Hill Road. No access will be allowed to NH Route 11 from this parcel.
- The purchaser of this parcel would, at their expense, have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Belknap County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.
- The Department will retain the portion of this parcel measured easterly from a line 50 feet westerly of the NH Route 11 centerline.
- A condition in the deed will include that before any subsurface disturbance is done on the property, the perspective buyer shall conduct at their expense, a Phase 1A archeological investigation of the property to be done following the guidelines specified by the State archeologist at the New Hampshire Division of Historic Resources (NHDHR) and using an archeologist qualified under 36 CFR Part 61. The archeological investigation may require several phases, as deemed appropriate by NHDHR. A report of findings must be provided to NHDHR. NHDHR will review the results of the archeological investigation and concur with site recommendations.

The need for this 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 Highway and 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 \$50,000.00. 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 February 21, 2018 meeting to compensate Locke Associates Inc. a 6% commission for the sale of this property.

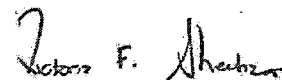
Locke Associates Inc. marketed the subject property and brought all offers to the Department for consideration. On May 16, 2018, the Department entered into a Purchase and Sale Agreement with Rand Hill Realty LLC, Gary Connelly, Sole Member for \$57,501.00 plus a 1,100.00 Administrative Fee.

In accordance with RSA 4:39-c, the Town of Alton has been offered this property at the approved purchase price and they declined 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 declined in purchasing the property.

Authorization is respectfully requested to sell the above-described 3.8 +/- acre parcel of land to Rand Hill Realty LLC, Gary Connelly, Sole Member for \$57,501.00, plus a \$1,100.00 Administrative Fee, and also to adjust the limits of the NH Route 11 Limited Access Right-of-Way as outlined above. The Department has also agreed as part of the sale to pay a commission of \$3,450.06 (6%) from the proceeds to Rand Hill Realty LLC, Gary Connelly, Sole Member. 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



LRCP 18-004

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

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

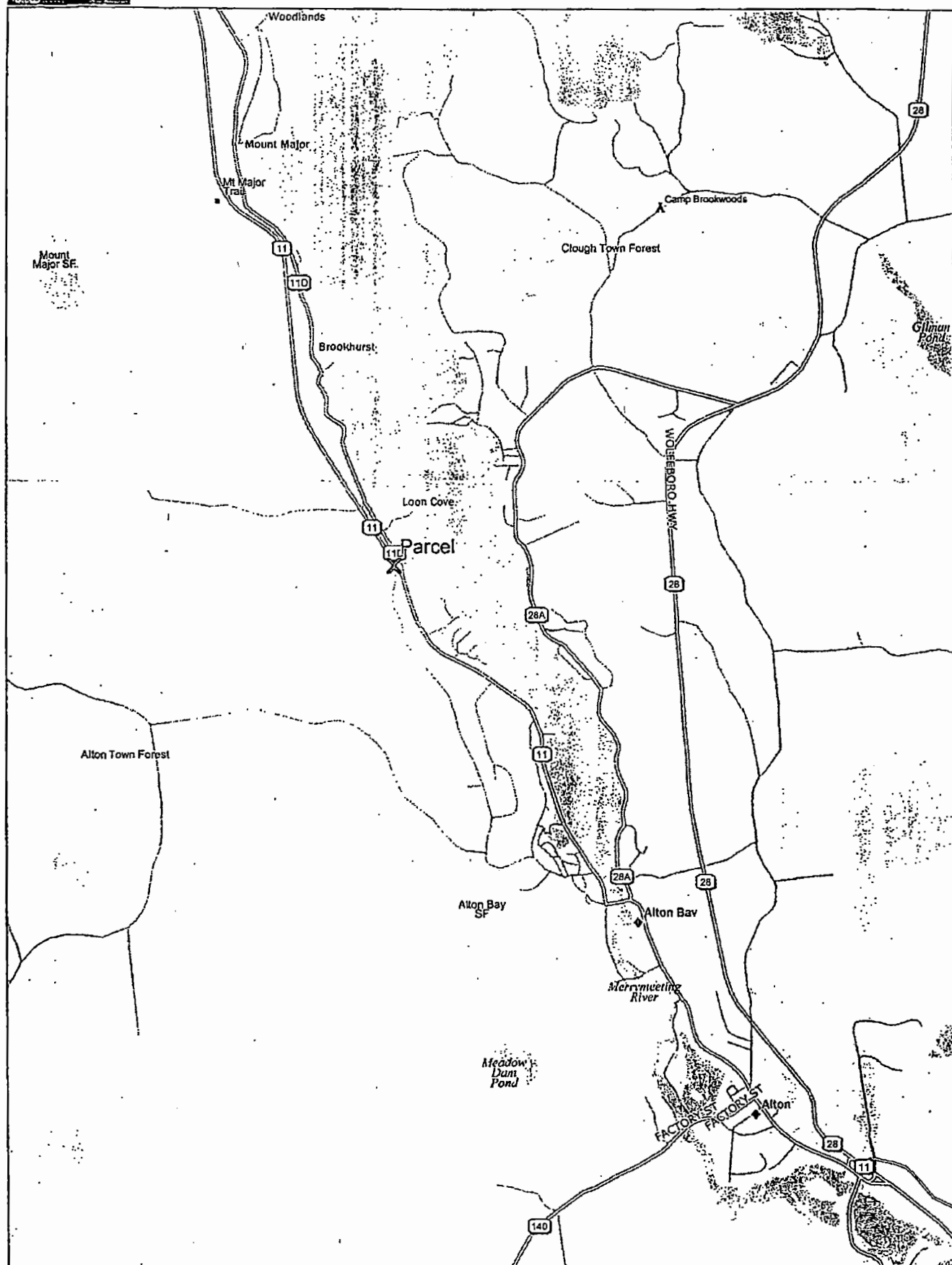
Dear Mr. Schmidt,

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 3.8 +/- acre portion of the State owned N.H. Route 11 Limited Access Right of Way located on the westerly side of N.H. Route 11 in the Town of Alton for \$50,000, 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

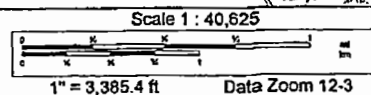
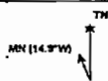
MWK/pe  
Attachment



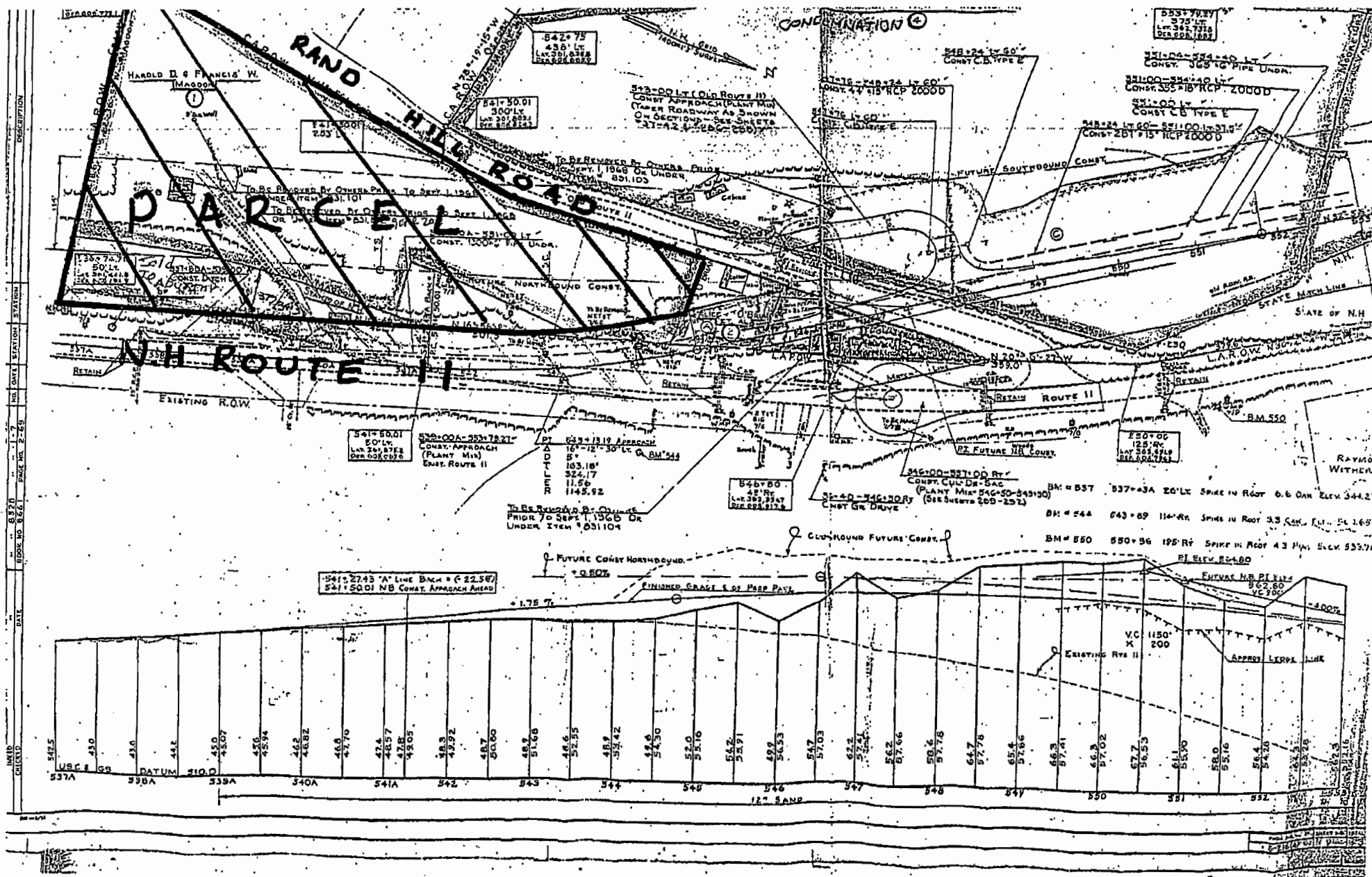
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# Town of Alton



**Board of Selectmen**  
PO Box 659  
Phone 603-875-2161

**Town Administrator**  
1 Monument Sq. Alton NH 03809  
Fax 603-875-0207 TDD 603-875-0111

March 28, 2018

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

MAR 30 2018

RECEIVED

Charles R. Schmidt, P. E. Administrator  
Bureau of Right of Way  
State of New Hampshire DOT  
JO Morton Building, Room 101  
7 Hazen Drive, PO Box 483  
Concord, NH 03302-0483

Re: Sale of State Owned Land in Alton

Dear Mr. Schmidt,

I would like to take this opportunity to thank you for contacting our office regarding the sale of three parcels of state owned land in the Town of Alton known as Map 49, Lot 4; Map 28, Lot 5 and Map 15, Lots 59 and 59-2. These properties were presented to the Board of Selectmen at their meetings held on March 5, 2018 and again on March 19, 2018. It was the consensus of the Board not to pursue the purchase of any of the referenced parcels.

If you should have, any further questions please feel free to contact my office.

Sincerely,

Elizabeth Dionne  
Town Administrator

ED/mj

cc: Board of Selectmen  
File





**New Hampshire Housing**  
*Bringing You Home*

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

APR 03 2018

RECEIVED

April 2, 2018

Charles R. Schmidt, PE  
Administrator  
New Hampshire Department of Transportation  
JO Morton Building, Room 100  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483

RE: Alton Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Alton, described in your letter of March 5, 2018.

Thank you for giving us the opportunity to review this parcel.

Sincerely,

  
Dean J. Christon  
Executive Director

DJC:clp  
Attachments

New Hampshire Housing Finance Authority

**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 9th day of May, 2018 between  
**State of New Hampshire, Department of Transportation**  
\_\_\_\_\_, \_\_\_\_\_ ("SELLER") of PO Box 483, 1 Hazen Drive  
City/Town Concord, State NH Zip 03301  
and Rand Hill Realty LLC, Gary Connelly, Sole Member

\_\_\_\_\_, \_\_\_\_\_ ("BUYER") of PO Box 51  
City/Town Alton Bay, State NH Zip 03810

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
of Alton Bay located at Lot 4 Rand Hill Road

County Belknap Book 503 Page 311 Date \_\_\_\_\_ ("PROPERTY").

3. The **SELLING PRICE** is Fifty-Seven Thousand, Five Hundred One Dollars \$57,501.00.  
A DEPOSIT in the form of Bank Check is to be held in an escrow account by ReMax By the Lake  
\_\_\_\_\_, \_\_\_\_\_ ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW  
AGENT's FIRM within 1 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00.  
BUYER agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_ will be delivered on or before  
\_\_\_\_\_. 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 \$52,501.00.

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

5. **TRANSFER OF TITLE:** On or before July 31, 2018 at Mutually Agreed Upon Location  
\_\_\_\_\_ 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\*

Amanda Connelly of ReMax By The Lake  
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 \$ \_\_\_\_\_.

SELLER(S) INITIALS CLS / BUYER(S) INITIALS RHR

**PURCHASE AND SALES AGREEMENT**  
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9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind 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.

N/A

11. **PROPERTY INCLUDED:** All Fixtures N/A

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint.

**RADON:** Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

**Arsenic:** Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

**LEAD PAINT:** Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required ☐ YES ☒ NO

13. **BUYER ACKNOWLEDGES RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES**  
**BY INITIALING HERE:** RHR

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

BUYER(S) INITIALS RHR

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PAGE 2 OF 6

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Gary's Office

**PURCHASE AND SALES AGREEMENT**  
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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:

*RHR*  
05/09/18  
9:39PM EDT

**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:58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input type="checkbox"/>	<input checked="" 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 N/A 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 N/A RATE \_\_\_\_\_ MORTGAGE TYPE N/A

Cash Transaction \_\_\_\_\_

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 *CRS*

BUYER(S) INITIALS

*RHR*  
05/09/18  
9:39PM EDT

**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 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 \_\_\_\_\_ ("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 ORS / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

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

Buyer is willing to pay \$1,000 above the highest offer up to \$75,000 if such an offer comes in and is the above the offer of \$57,501.00.

**20. ADDENDA ATTACHED:** ☒ Yes ☐ No N/A

**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.**

*Rand Hill Realty, Gary Connelly, Sole Member*  
dotloop verified  
 05/06/18 9:30PM EDT  
 EFTO-INAH-TNAY-FBCD

BUYER \_\_\_\_\_ DATE/TIME \_\_\_\_\_

Rand Hill Realty LLC, Gary Connelly, Sole Member

PO Box 51

MAILING ADDRESS

Alton Bay NH 03810

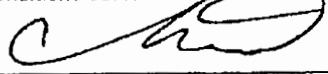
CITY STATE ZIP

BUYER \_\_\_\_\_ DATE/TIME \_\_\_\_\_

MAILING ADDRESS

CITY STATE ZIP

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

 5/16/18  
 SELLER \_\_\_\_\_ DATE/TIME \_\_\_\_\_

State of New Hampshire, Department of Transportation

PO Box 483, 7 Hazen Drive

MAILING ADDRESS

SELLER \_\_\_\_\_ DATE/TIME \_\_\_\_\_

MAILING ADDRESS

Concord NH 03301

CITY STATE ZIP

CITY STATE ZIP

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



Addendum to the Purchase and Sales Agreement dated May 9, 2018 between  
State of New Hampshire, Department of Transportation ("SELLER"), and  
Rand Hill Realty LLC, Gary Connelly, Sole Member ("BUYER"), for  
the property located at Lot 4 Rand Hill Road, Alton Bay, NH 03810.

hereby agree to the following:

- 1) The 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) The 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 - buyer has already paid \$500 to State of New Hampshire to start surplus land proceedings and the remaining \$600.00 will be paid at closing.
- 4) One (1) point of access will be granted from Rand Hill Road. No access will be allowed to NH Route 11 from this parcel.
- 5) The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Belknap County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel. This will be completed within 30 days after the approval by the Governor and Executive Council.
- 6) The Department will retain the portion of this parcel measured easterly from a line 50 feet westerly of the NH Route 11 centerline.
- 7) A condition in the deed will include that before any subsurface disturbance is done on the property, the perspective buyer shall conduct at their expense, a Phase 1A archeological investigation of the property to be done following the guidelines specified by the State archeologist at the New Hampshire Division of Historic Resources (NHDHR) and using an archeologist qualified under 36 CFR Part 61. The archeological investigation may require several phases, as deemed appropriate by NHDHR. A report of findings must be provided to NHDHR. NHDHR will review the results of the archeological investigation and concur with site recommendations.

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.

<div style="border: 1px solid black; padding: 2px; font-size: small;"> <i>Rand Hill Realty, Gary Connelly, Sole Member</i>  dotloop verified  05/09/18 9:39PM EDT  8TYG-PH21-RDJ1-JNPK </div>	/	DATE / TIME	<div style="border: 1px solid black; padding: 2px; font-size: small;"> <i>[Signature]</i>  5/14/18 </div>	/	DATE / TIME
BUYER Rand Hill Realty LLC, Gary Connelly, Sole			BUYER		
SELLER State of New Hampshire, Department of			SELLER		

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## DISCLOSURE OF PERSONAL INTEREST - BUYER



New Hampshire Association of REALTORS® Standard Form

I, Amanda Connelly, a licensee with ReMax By the Lake,  
hereby disclose that I personally, or a member of my family, may have an interest in purchasing the  
property located at Lot 4 Rand Hill Road, Alton Bay, NH 03810  
\_\_\_\_\_  
("Property"). If you have questions about this disclosure  
for this Property, please contact me.

Dated: May 9, 2018

Amanda K Connelly  
dotloop verified  
05/09/18 8:53PM EDT  
FWJ-KYUE-S854-BE10

Licensee Amanda Connelly

I/we acknowledge receipt of this disclosure.

Seller State of New Hampshire, Department of Transportation

Seller

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PROHIBITED. 01.2009



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



TO BE COMPLETED BY SELLER

1. SELLER: N-H Department of Transportation
2. PROPERTY LOCATION: Alton N.H. Tax Map 49, Lot 4 Rand Hill Road
3. 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 SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. **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.

5. **WATER SUPPLY** (Please answer all questions regardless of type of water supply)
- a. TYPE OF SYSTEM: ☐ None ☐ 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. MAIFUNCTIONS: 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 ☐ Unknown  
 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.  
 To your knowledge, have any test results ever been 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? \_\_\_\_\_
- f. COMMENTS: \_\_\_\_\_

6. **SEWAGE DISPOSAL SYSTEM**

- a. TYPE OF SYSTEM: Public: ☐ Yes ☐ No Community/Shared: ☐ Yes ☐ No  
 Private: ☐ Yes ☐ No Unknown: ☐ Yes ☐ No  
 None: ☐ Yes ☐ No Septic/Design Plan in Process? ☐ Yes ☐ No  
 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: ☐ 500 Gal. ☐ 1,000 Gal. ☐ Unknown ☐ Other \_\_\_\_\_  
 Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other \_\_\_\_\_  
 Location: \_\_\_\_\_ 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: Size: \_\_\_\_\_ Location: \_\_\_\_\_ ☐ Unknown  
 Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_  
 Have you experienced any malfunctions? ☐ Yes ☐ No  
 Comments: \_\_\_\_\_
- 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

SELLER(S) INITIALS DSBUYER(S) INITIALS RHR

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: Alton NH, Tex Map 49, Lot 4 Road H.H. Road

7. **HAZARDOUS MATERIAL**

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/were stored in the tank(s)? \_\_\_\_\_

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

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

Are you aware of any problems, such as leakage, etc.? ☐ Yes ☐ No Comments: \_\_\_\_\_

Are tanks registered with the Department of Environmental Services (D.E.S.)? ☐ YES ☐ NO ☐ UNKNOWN

If tanks are no longer in use, have tanks been abandoned according to D.E.S.? ☐ YES ☐ NO ☐ UNKNOWN

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

8. **GENERAL INFORMATION**

a. Is this property subject to Association fees? ☐ YES ☐ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

If YES, what is your source of information? \_\_\_\_\_

b. Is this property located in a Federally Designated Flood Zone? ☐ YES ☐ NO ☐ UNKNOWN

c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property? ☐ YES ☐ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

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

e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors? ☐ YES ☐ NO ☐ UNKNOWN

If YES, Explain: \_\_\_\_\_

f. 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: \_\_\_\_\_

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

h. Has the property been surveyed? ☐ YES ☐ NO ☐ UNKNOWN

Source: \_\_\_\_\_

i. Has the soil been tested? ☐ YES ☐ NO ☐ UNKNOWN

If YES, is the survey available? ☐ YES ☐ NO

j. Has a percolation test been done? ☐ YES ☐ NO ☐ UNKNOWN

If YES, are the results available? ☐ YES ☐ NO

k. Has a test pit been done? ☐ YES ☐ NO ☐ UNKNOWN

If YES, are the results available? ☐ YES ☐ NO

l. Have you subdivided the property? ☐ YES ☐ NO ☐ UNKNOWN

m. Are there any local permits? ☐ YES ☐ NO ☐ UNKNOWN

Please explain: \_\_\_\_\_

n. Are there attachments explaining any of the above? ☐ YES ☐ NO ☐ UNKNOWN

o. Septic/Design plan available? ☐ YES ☐ NO ☐ UNKNOWN

p. 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: \_\_\_\_\_

9. NOTE 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. 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.

SELLER(S) INITIALS

BS

BUYER(S) INITIALS

RHR

PROPERTY DISCLOSURE - LAND ONLY  
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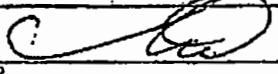


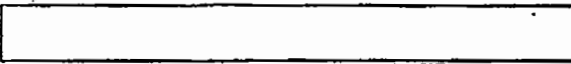
TO BE COMPLETED BY SELLER

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

**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.

 5/1/18  
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.

*Rand Hill Realty, Gary Connolly, Sales Member*  
dotloop verified  
05/01/18 9:35PM EDT  
M7G-1911-KNYT-VVDZ  
BUYER DATE

  
BUYER DATE

**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 Locke Associates, Inc. ("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 49, Lot 4 Rand Hill Road, Alton, NH, consisting of 3.8+/- acres, and including any other property, real or personal, subsequently added thereto, recorded in the Belknap County Registry of Deeds in Book 503 Page 311 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$50,000 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 1/3 of the lease amount or

2. **THIS AGREEMENT SHALL BE IN EFFECT** from 04/30/2018 through 4/30/2019. 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	5/1/18 DATE
------------	----------------

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

SELLER	DATE
--------	------

☐ 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-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 2.5 % commission of the contract price or 3% 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 2.5 % commission of the contract price or 3% to coop agency.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

*CHS*

# 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.



(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."

(e) ☐ None of the Above. If this box is checked, property cannot be placed in MLS.

### 8. SPECIAL CONDITIONS - SELLER agrees:

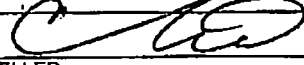
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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 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.
- 4) One (1) point of access will be granted from Rand Hill Road. No access will be allowed to NH Route 11 from this parcel.
- 5) The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Belknap County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.
- 6) The Department will retain the portion of this parcel measured easterly from a line 50 feet westerly of the NH Route 11 centerline.
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THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND 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  DATE 5/1/18

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

7 Hazen Drive  
ADDRESS

ADDRESS

Concord, NH 03301  
CITY STATE ZIP

CITY STATE ZIP

Locke Associates, Inc.  
FIRM

BY

President  
TITLE

DATE

PO Box 55  
ADDRESS

Gilmanton Iron Works, NH 03837  
CITY STATE ZIP