



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

FEB06'15 AM11:47 DAS



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JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
February 5, 2015

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 0.45 +/- of an acre parcel of State owned land located on the westerly side of Lamson Road in the Town of Windham to Robert S. Carrier for forty-five thousand (\$45,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate Coldwell Banker Residential Brokerage from the proceeds of the subject sale in the amount of two thousand two hundred fifty (\$2,250.00) dollars (5%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$42,750.00 (\$45,000.00 - \$2,250.00). It has been determined by the Division of Finance that this parcel was originally purchased with 78.9% Federal Funds and 21.1% 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 (\$9,020.25), and Consolidated Federal Aid (\$33,729.75).

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land located on the westerly side of Lamson Road in the Town of Windham.

This parcel, consisting of approximately 0.45 of an acre, was acquired in 1996 as part of the construction of the Windham - Salem project (Federal project # NHS-RS-RUR-M-STP-F-T-0381(005), State project # 10075) and is the combination of a parcel located outside the Lamson Road Right-of-Way as well as the eastern half of the discontinued Lamson Road that abuts this parcel.

This parcel is encumbered with a 3,079 square foot utility easement on which a brick utility hut is constructed.

The sale of this parcel has been reviewed by the Department and it has been determined that this 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 funds.

On November 18, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with Coldwell Banker Residential Brokerage to sell the above property for forty-five thousand (\$45,000.00) 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 18, 2014 meeting to compensate Coldwell Banker Residential Brokerage a 5% commission for the sale of this property.

Coldwell Banker Residential Brokerage marketed the subject property and brought all offers to the Department for consideration. On November 20, 2014, the Department entered into a Purchase and Sale Agreement with Robert S. Carrier for forty-five thousand (\$45,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee.

In accordance with RSA 4:39-c, the Town of Windham has been offered this property at the approved purchase price and responded to the Department that they are not interested in purchasing the property. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D: 2 and responded to the Department that they were also not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 0.45 +/- of an acre parcel of land to Robert S. Carrier for forty-five thousand (\$45,000.00) dollars, plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee. The Department has also agreed to pay a commission of two thousand two hundred fifty (\$2,250.00) dollars (5%) from the proceeds to Coldwell Banker Residential Brokerage. In addition, miscellaneous closing costs such as property tax proration, attorney fees and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,


David J. Brillhart
Acting Commissioner

DJB/PJM/dd
Attachments

NOV 21 2014

RECEIVED



LRCP 14-039

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, 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

November 19, 2014

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 18, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Coldwell Banker Residential Brokerage for a term of one (1) year for the sale of a 0.45 +/- acre parcel of State owned land located on the westerly side of Lamson Road in the Town of Windham for \$45,000, 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 October 27, 2014.

Sincerely,

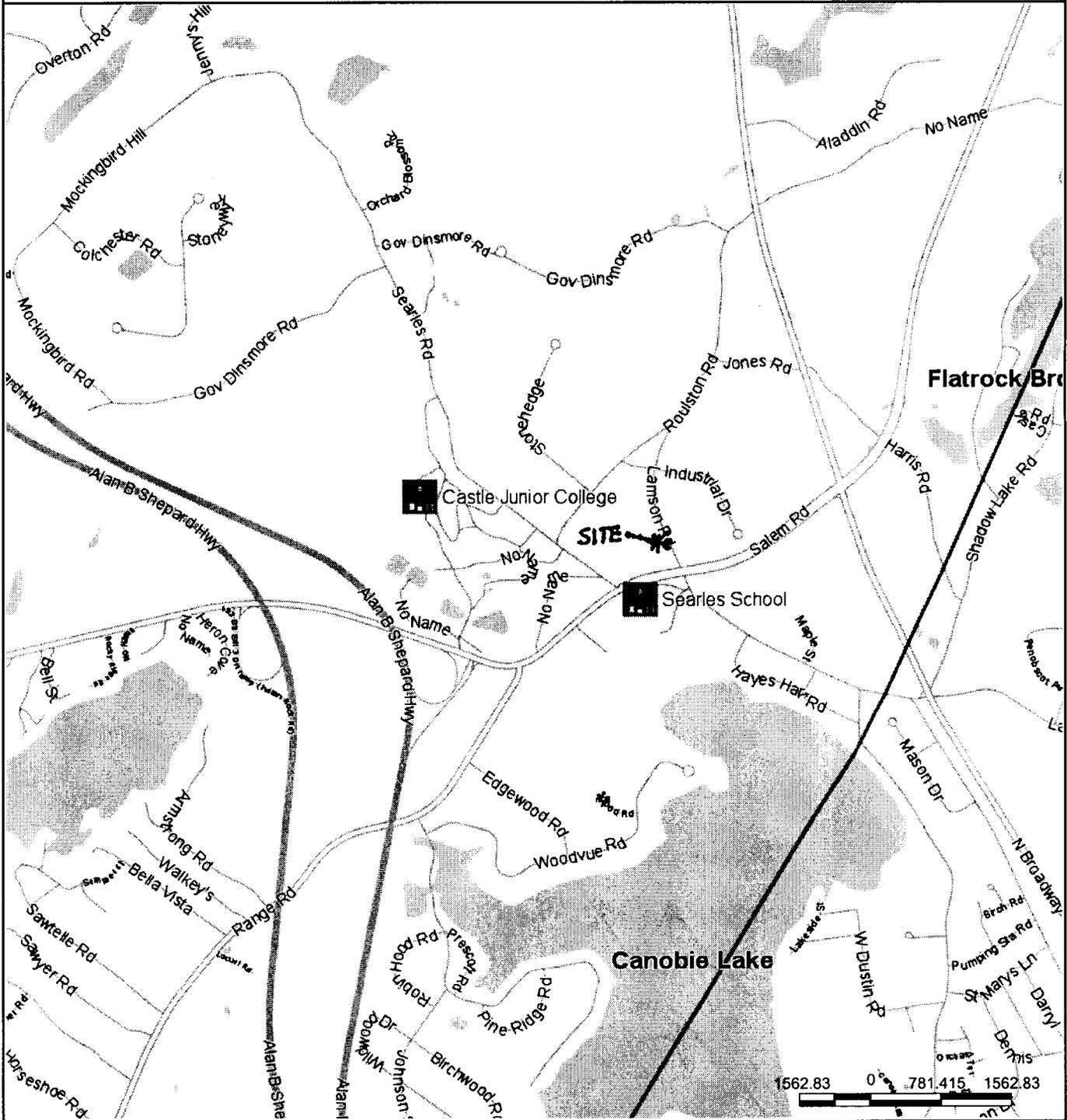
A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

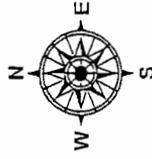
STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



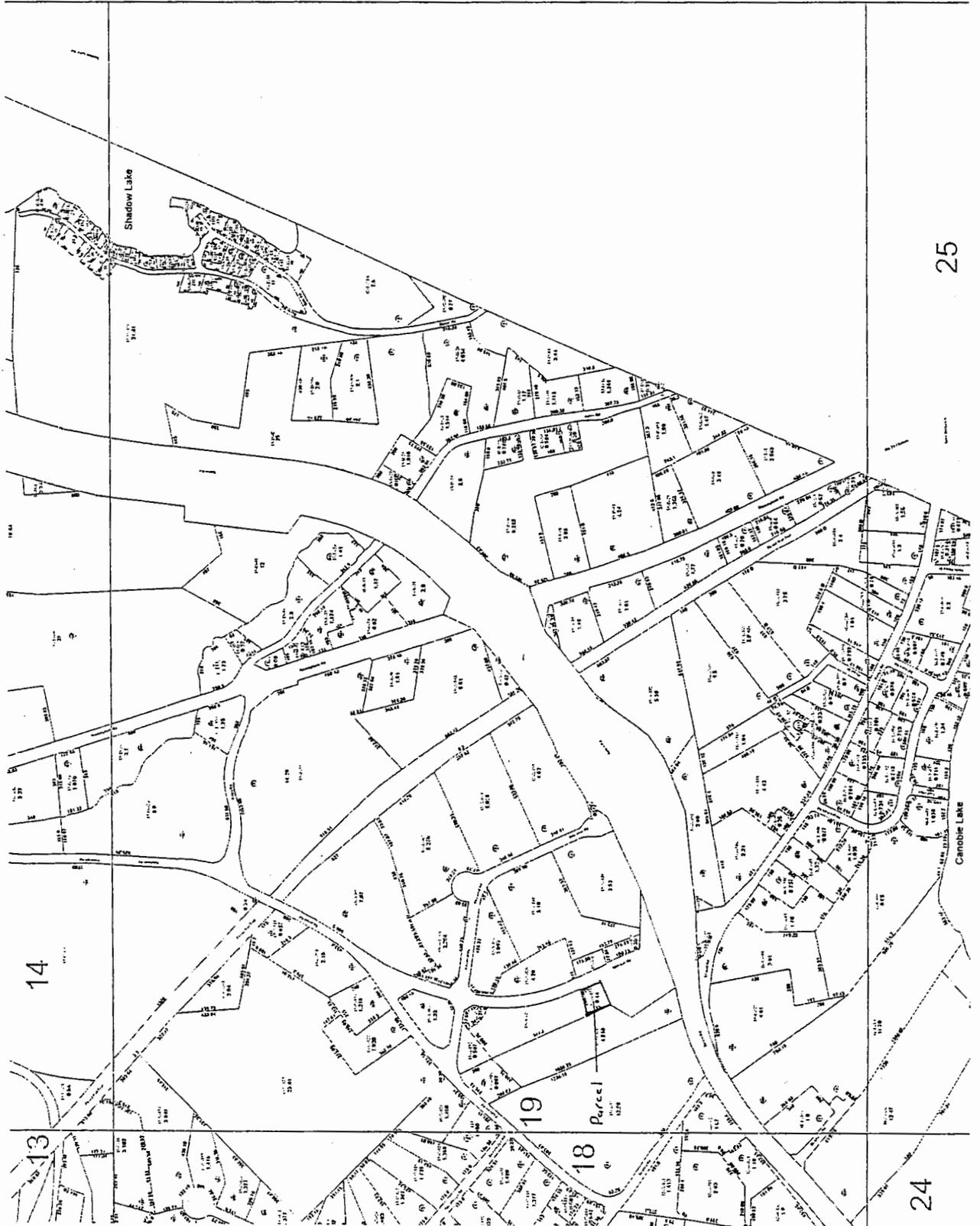
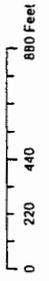
This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

Windham
2014
Tax Map Page 19



1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	

MAP KEY
Tax Number of Lot 2.A.348
Acreage of Lot 2.842
Street Number 133



13-A-300
 ROMAN CATHOLIC BISHOP OF
 THE DIOCESE OF CONCORDIA
 2 CHARLES ROAD
 WINDHAM, NH 03087
 B. 1279 P. 451

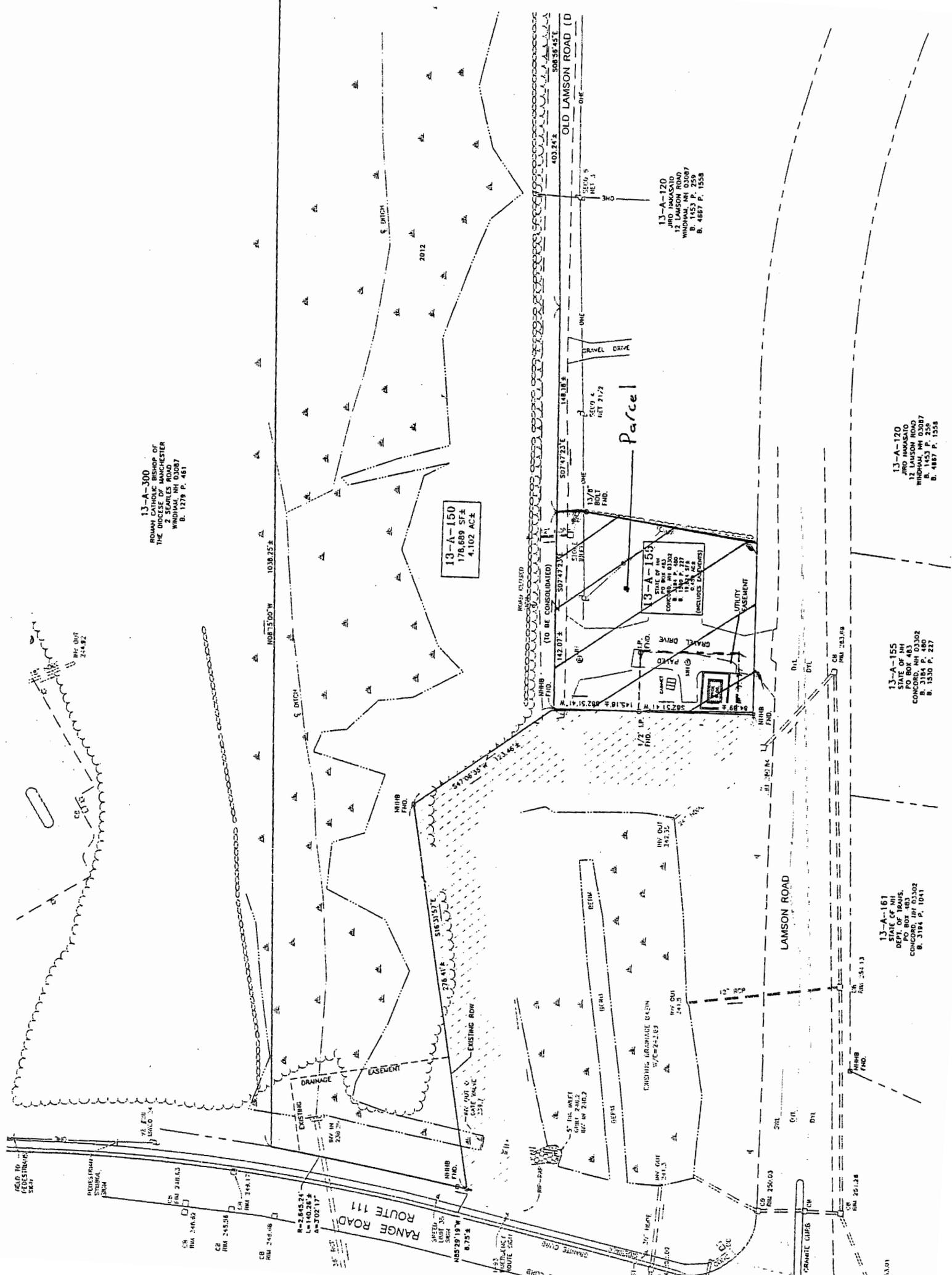
13-A-150
 178,689 SF ±
 4.102 AC ±

13-A-120
 JAMES W. LAMSON
 12 LAMSON ROAD
 WINDHAM, NH 03087
 B. 1453 P. 259
 B. 4887 P. 1558

13-A-120
 JAMES W. LAMSON
 12 LAMSON ROAD
 WINDHAM, NH 03087
 B. 1453 P. 259
 B. 4887 P. 1558

13-A-155
 STATE OF NH
 PO BOX 483
 CONCORD, NH 03302
 B. 1530 P. 227

13-A-161
 STATE OF NH
 DEPT. OF TRANS.
 CONCORD, NH 03302
 B. 3184 P. 1041





TOWN OF WINDHAM, N. H. HAMPSHIRE

OFFICE OF THE SELECTMEN AND TOWN ADMINISTRATOR

POST OFFICE BOX 120, 4 NORTH LOWELL ROAD, WINDHAM NH 03087-0120

December 17, 2014

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

DEC 18 2014

RECEIVED

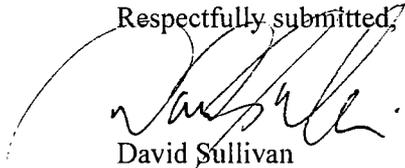
Mr. Charles Schmidt, PE
Administrator
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Re: Sale of State Owned Land – Windham-Salem 10075, Parcels 136 (13-A-155 Lamson Road)

Dear Mr. Schmidt:

Thank you sending your November 21, 2014 letter offering the Town the opportunity to purchase the above referenced lot. Please be advised that the Town has no interest in acquiring this parcel, but thanks the State for allowing us the opportunity to review for our consideration.

Respectfully submitted,


David Sullivan
Town Administrator



New Hampshire Housing
Bringing You Home

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

JAN 02 2015

RECEIVED

December 29, 2014

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

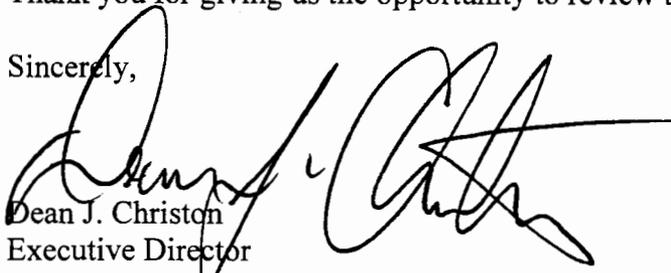
RE: Windham Property – Windham-Salem 10075, Parcels 237 and 238

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Windham described in your letter of November 20, 2014.

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

32 Constitution Drive Bedford, NH 03110 Mailing Address: P.O. Box 5087 Manchester, NH 03108 (603) 472-8623 TDD: (603) 472-2089

Littleton Office: 41 Cottage Street Littleton, NH 03561

www.nhhfa.org

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 4th day of December, 2014 between
State Of New Hampshire DOT

_____, _____ (SELLER) of _____ P.O. Box 483, 1 Hazen Drive
 City/Town Concord, State N.H. Zip 03302
 and Robert S. Carrier

_____, _____ (BUYER) of _____ 9 A. Helyberry Road
 City/Town Derry, State N.H. Zip 03038

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
 of Windham located at 7 Lamson Road, lot # 13-A-155, 44 acres

County Rockingham Book 3184 Page 430 Date _____ (PROPERTY).

3. The SELLING PRICE is Forty-Five Thousand Dollars \$45,000.00
 A DEPOSIT in the form of personal check is to be held in an escrow account by Goldwell Banker
RR/Derry (ESCROW AGENT). BUYER has delivered, or will deliver to the ESCROW
 AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$2,500.00
 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 \$42,500.00

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

5. TRANSFER OF TITLE: On or before To Be Determined at Coco, Early & Associates
 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: _____

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
48 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 F. McLaughlin of Coco, Early & Associates
 is a seller agent buyer agent facilitator disclosed dual agent
William Coyne of Goldwell Banker RR/Derry
 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 \$1,000.00

SELLER(S) INITIALS CS BUYER(S) INITIALS WJC

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 New Hampshire Association of REALTORS® Standard Form



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); or

(c) BUYER may terminate this Agreement in writing and 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).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING

HERE: _____

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Condominium documentation per N.H. RSA 356-B:58	<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 type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 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 _____

This purchase shall be a cash sale

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.

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

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

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



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 _____ 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 MS BUYER(S) INITIALS MS

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



19. ADDITIONAL PROVISIONS:

- (1) Offer is contingent on Buyer obtaining appropriate variances and approvals from the Windham Board of Adjustment and the Windham Planning Board along with applicable State permits to allow building on the property referenced herein.
- (2) Sale is subject to a right of refusal to purchase the property by the Town of Windham, the NH Housing Finance Authority or any other State or County Authority.
- (3) Sale is subject to the approval of the Governor and Executive Council.
- (4) In addition to the purchase price, the Buyer shall pay the State of NH an Administration fee of \$1,100.00 to be paid at closing.

20. ADDENDA ATTACHED: Yes No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated 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 duplicate original 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.

	12-11-14 5:17 PM		
BUYER	DATE/TIME	BUYER	DATE/TIME
Robert S. Carrier			
2 A Blueberry Road		MAILING ADDRESS	
MAILING ADDRESS		MAILING ADDRESS	
Derry	N.H.	03038	
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.

	12/11/14		
SELLER	DATE/TIME	SELLER	DATE/TIME
State Of New Hampshire DOT			
P.O. Box 433 1 Haven Drive		MAILING ADDRESS	
MAILING ADDRESS		MAILING ADDRESS	
Concord	N.H.	03302	
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 December 4, 2014 between State Of New Hampshire DOT (SELLER), and Robert S. Garner (BUYER), for the property located at 7 Lamson Road of # 13 A 155.44 acres, Woodbury, N.H. 03087

hereby agree to the following:

Buyer and Seller agree to a closing date of March 30, 2015 or sooner for the purchase of the property referenced herein.

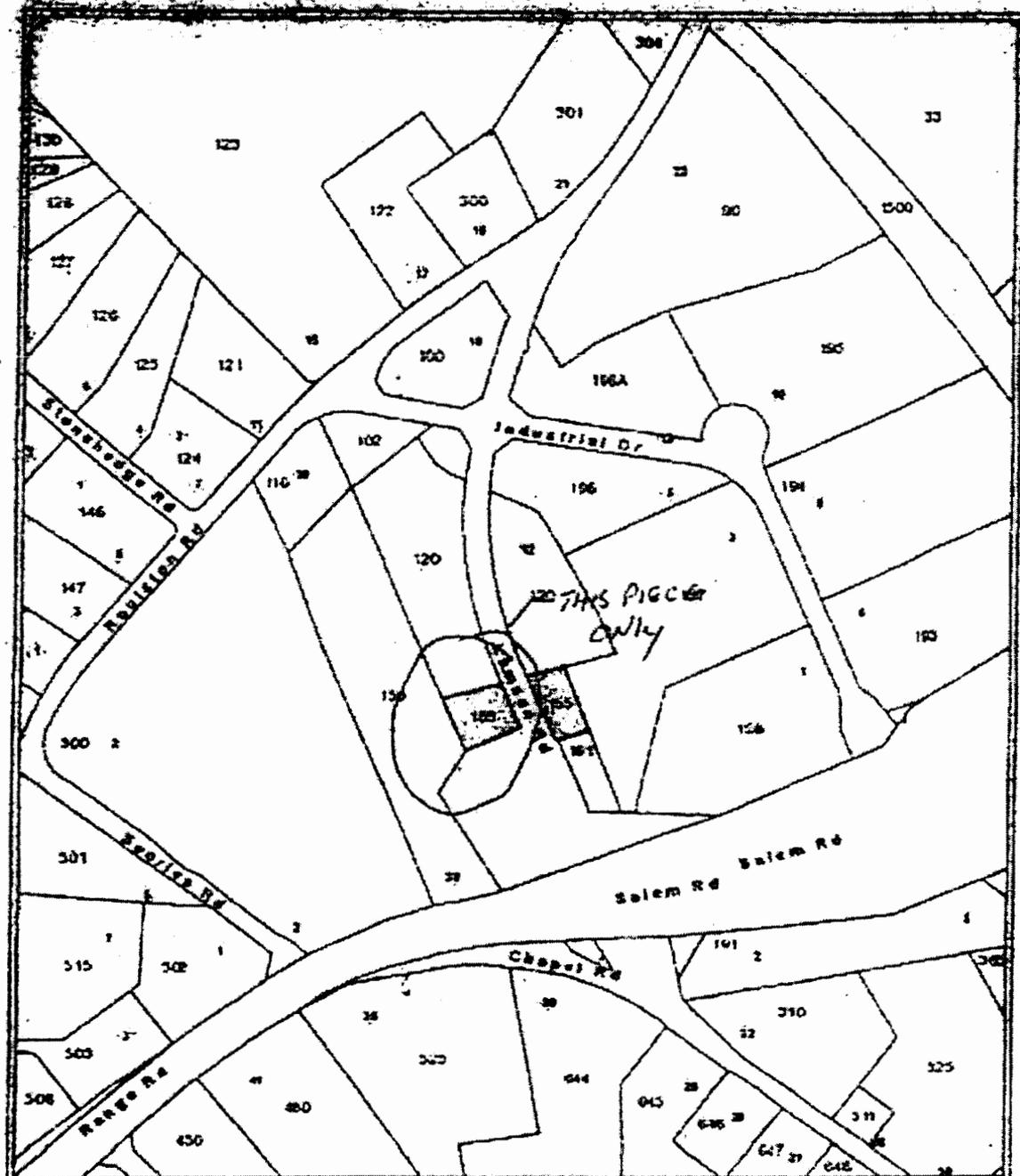
Further, the Buyer intends to utilize the property to provide access to an adjacent property from Lamson Road with the added intent of using the referenced land being purchased for parking spaces.

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.

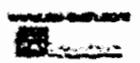
Handwritten signatures and dates for Buyer (Robert S. Garner, 12-15-14) and Seller (State of New Hampshire DOT, 12/15/14).

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7 Lamson Road
 Windham, NH
 1 inch = 323 Feet
 December 04, 2014

Data shown on this map is provided for planning and informational purposes only. The municipality and CAO Technologies are not responsible for any use for other purposes or misuses or misrepresentation of this map.



[Handwritten Signature]
 12-4-14
 12/13/14

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 7 Lamson Road, Windham, NH 03087

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, or 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: _____

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. How is the property zoned? _____

Source _____

g. Has the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No

h. Has the soil been tested? Yes No Unknown

If Yes, are the results available? Yes No

i. Has a percolation test been done? Yes No Unknown

If Yes, are the results available? Yes No

j. Has a test pit been done? Yes No Unknown

If Yes, are the results available? Yes No

k. Have you subdivided the property? Yes No Unknown

l. Are there any local permits? Yes No Unknown

Please explain: _____

m. Are there attachments explaining any of the above? Yes No Unknown

n. Septic Design plan available? Yes No Unknown

o. 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) 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.

SELLER State of New Hampshire DOT

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 SELLER

DATE 12/1/14

BUYER

DATE 12-4-14

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

TO BE COMPLETED BY SELLER

1. SELLER: State of New Hampshire DOT
2. PROPERTY LOCATION: 7 Lamson Road, Windham, NH 03087
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. 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 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: _____ 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, 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: [Signature] BUYER(S) INITIALS: [Signature]



RESIDENTIAL BROKERAGE

Exclusive Right to Sell Agreement
New Hampshire

SELLER(S): State of New Hampshire DOT (Seller)

PROPERTY ADDRESS: 7 Lexington Road, WIndham, NH 03087 (Property)

LISTING PRICE: \$45,000.00

In consideration of the mutual covenants and agreements herein contained, Seller hereby grants to Coldwell Banker Residential Brokerage ("Coldwell Banker") the sole and exclusive right to list, market, sell and/or rent the Property for the price and on the terms and conditions herein set forth.

1. TERM: The Term of this Agreement shall be from December 1, 2014 to and including November 30, 2015 ("Expiration Date"), as the same may be extended. The execution by Seller of any form required by any Multiple Listing Service (such as "MLS") to extend the Term of the multiple listing shall also constitute a like extension of the Term of this Agreement.

2. SCOPE OF COLDWELL BANKER REPRESENTATION: Coldwell Banker and its Designated Agent(s) named herein will, use reasonable efforts to procure a ready, willing and able Buyer (or Tenant/Lessee, as appropriate) of the Property in accordance with the price, terms and conditions of this Agreement, will work in Seller's best interest, and owe to Seller the fiduciary duties of an agent including accounting, care and competence, confidentiality, diligence, disclosure, fairness, good faith, honesty, loyalty and obedience to lawful instruction. Seller is advised to seek independent professional counsel concerning the condition of the Property, legal and tax matters, as well as other issues beyond the scope of real estate brokerage services offered by Coldwell Banker.

3. COLDWELL BANKER IS GRANTED THE SOLE AND EXCLUSIVE RIGHT AND AUTHORITY TO: (a) Advertise the Property for sale and/or rent, and in relation thereto; (b) Post signs on the Property and to place a lock box on the Property in order to facilitate entry by cooperating brokers and others authorized to examine the Property; (c) Cooperate with and offer compensation to licensees acting in a Buyer Agent or Facilitator capacity; (d) Photograph and/or video the Property and distribute information about the Property, including electronic images, and Seller also agrees that any photographic, video and/or electronic images of the Property that Coldwell Banker and/or its employees, agents, affiliates, servants or independent contractors create shall be and remain the sole and exclusive property of Coldwell Banker; (e) Control the marketing of the Property; (f) Display Property information on NEMoves.com and other internet websites; (g) List the Property with any MLS or other electronic database - and in this regard, unless Seller notifies Coldwell Banker in writing to the contrary, Seller hereby grants to Coldwell Banker express permission to enter Seller's name into and/or transmit Seller's name via and/or upload or post documents containing Seller's name to such MLSs or electronic databases, understanding that the same may be accessible to persons other than an agent of Seller; and (h) if requested, provide a copy of any written agreement for the purchase and sale of the Property to a buyer's lender, appraiser, title company and/or closing attorney in order to facilitate the financing and/or closing of a purchase and sale of the Property.

4. SELLER AGREES: (a) To refer all inquiries and offers for the purchase and/or rental of said Property to Coldwell Banker; (b) To cooperate with Coldwell Banker in every reasonable way; (c) To pay Coldwell Banker a fee for professional services ("Commission") equal to 5% of the gross sales price if: 1. During the Term of this Agreement a buyer is procured ready, willing and able to buy the Property or any part thereof, (a) in accordance with the price, terms and conditions of this Agreement (even if Seller refuses to accept such an offer, for any reason); or (b) upon such other price, terms and conditions as shall be acceptable to Seller; or 2. During the Term of this Agreement, the Property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase, through the efforts of anyone, including Seller, to any one, including a co-owner of the Property; or

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3. The Property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase within 180 days after the Term of this Agreement to anyone who was introduced to the Property by anyone, including Seller, prior to the expiration of said Term. However, in the event the Property is sold during said 180 day period with the participation of a licensed broker to whom Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement, then Seller will only owe to Coldwell Banker hereunder the difference between the fee called for herein and any lesser amount actually paid by Seller to such subsequent licensed broker.
- (d) If the sale of the Property entails the sale of land and the construction of a home and/or other structure(s) on the Property, then the Commission shall be calculated based on the aggregate of the price paid by the purchaser for the land and any building(s) and/or improvement(s) constructed thereon.
- (e) If Seller rents or grants an option to purchase the Property to a buyer/tenant during the Term of this Agreement, or if Seller actually sells the Property to any such buyer/tenant within one (1) year of entering into any such rental agreement, to pay Coldwell Banker a Commission equal to ten percent (10%) of the total rent payments plus a Commission upon the sale of the Property to said tenant or optionee (based upon the percentage of sale price listed in this Agreement).
- (f) To pay all commissions payable hereunder no later than the closing date, including when the closing occurs after the Expiration Date of this Agreement, and, Seller agrees that Coldwell Banker may retain any deposits held in escrow and apply said deposits against the commission due.
- (g) To pay compensation based, in Coldwell Banker's sole and absolute discretion, on either a percentage of the Listing Price recited herein or Coldwell Banker's actual expenses attributable to the subject Property in the event that the Property is withdrawn from the market and/or made unmarketable under the provisions of this Agreement by a voluntary act of Seller without Coldwell Banker's prior written consent.
- (h) In the event that a buyer enters into an agreement to purchase the Property and thereafter fails to fulfill buyer's obligations under the agreement and if, as a result of such buyer's default, Seller retains any portion of any earnest money deposit made by such buyer in connection with the agreement, then Coldwell Banker shall be entitled to receive from Seller one-half of any such sum so retained or an amount equal to Coldwell Banker's fee for professional services rendered, whichever is less.
5. **DESIGNATED AGENCY:** Coldwell Banker practices Designated Agency, as provided in New Hampshire RSA 331-A. This means that Coldwell Banker, in the person of its Appointing Agent (typically, its Sales Office Manager), will appoint a specific real estate licensee to represent you as your Designated Agent. Only the Designated Agent(s) appointed herein or subsequently appointed will represent you. Your Designated Agent owes you fiduciary duties including loyalty, obedience to lawful instruction, disclosure, confidentiality, reasonable care and diligence and accounting for funds. No other Coldwell Banker licensee will represent you or owe you any fiduciary duties. Other Coldwell Banker licensees may represent potential purchasers of your Property. In the event another Coldwell Banker licensee should be acting as the Designated Agent for a potential purchaser of your property you will be so notified in writing. Seller and Coldwell Banker Agree that the following Coldwell Banker Licensee(s) shall be appointed as Seller's Designated Agent(s).

William Coyne

Print Name of Coldwell Banker Broker/Licensee(s)

If you become involved in a transaction in which a Coldwell Banker Designated Buyer's Agent and your Coldwell Banker Designated Seller's Agent were appointed by the same Appointing Agent, then that Appointing Agent shall be deemed in Dual Agency (as that term is defined below) and, thus, shall be neutral as to any conflicting interests of both seller and buyer and will be duty bound to protect the confidentiality of material information of both seller and buyer, to disclose material defects and to account for funds deposited with the Appointing Agent and/or Coldwell Banker. The foregoing notwithstanding, the Dual Agency of an Appointing Agent in the circumstance described will not place either a Designated Seller's Agent or Designated Buyer's Agent in Dual Agency and, thus, such Designated Agents will continue to be able to offer full representation (including advice, counsel and advocacy) to their respective clients. All parties acknowledge and agree that, from time to time, circumstances may make it necessary for Coldwell Banker to designate another licensee to represent the Seller as Seller's Designated Agent, temporarily or permanently (such as in the event of vacation or illness), in place of or in addition to the licensee specified above, in which event Seller will be notified in writing of the name of any such new or additional designated agent, and Seller consents thereto herein. By signing this Agreement below, Seller acknowledges and agrees to the terms of this paragraph and, specifically, that the Licensee(s) named above and/or those who may subsequently be appointed by Coldwell Banker is/are authorized to represent Seller as Designated Seller's Agent and that Seller consents to Designated Agency.

6. **COVERING AGENTS:** From time to time it may be necessary for a Coldwell Banker licensee other than the Designated Seller's Agent to "cover for" the Designated Seller's Agent, for instance to host an Open House, to accompany a showing of the Property, attend a walk through or home inspection, etc., in place of and/or on behalf of the Designated Seller's Agent. Unless otherwise agreed, Seller hereby acknowledges and agrees that, in such circumstance, any such "covering" Coldwell Banker licensee shall be acting as a Facilitator and not as a Designated Agent of Seller.

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Seller Initials WCC



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Produced with support by nrt.com 16270 Filburn Mill Road, Freetown, Virginia 22926 www.coldwell.com

State of NH DC01

7. **DUAL AGENCY:** Seller acknowledges that, in the ordinary course of business, Coldwell Banker licensees, including the Designated Agent(s) named herein, may represent both sellers and buyers as clients. A situation known as "Dual Agency" can occur when an individual Coldwell Banker licensee represents both the Seller client and Buyer client in the same transaction. Once a Dual Agency situation arises the Designated Agent(s) involved ("Dual Agent(s)") cannot represent the interests of either party fully or exclusively, or to the detriment of the other party, though the Dual Agent(s) is subject to strict non-disclosure restrictions with respect to confidential information of both parties. Both seller and buyer must provide written consent in order for a Designated Agent to act in a Dual Agency capacity. Seller may provide preliminary consent below in order to permit the Designated Agent(s) to conduct a "Dual Agency Showing" of Seller's Property to buyer clients of the Designated Agent. If any such buyer client should wish to pursue the purchase of the Property, then both Seller and buyer will be notified for purposes of obtaining further written consent of both parties to proceed with such a transaction in a Dual Agency capacity.

Seller **CONSENTS TO** showings to buyer clients of the Designated Agent(s) named herein.
 At this time Seller **DOES NOT** consent to showings to buyer clients of the Designated Agent(s) named herein.

[Signature] 12/1/14
 Seller _____ Date _____ Seller _____ Date _____
 State of New Hampshire DOT

8. **NOTICE TO SELLER:** (1) Pursuant to the requirements of RSA 331-A:25-b(1)(b)(4), Seller is hereby notified that Seller could be liable for the acts of the listing broker and any sub-agents who are acting on behalf of Seller when the listing agent or sub-agent is acting within the scope of the agency relationship. However, Coldwell Banker hereby notifies Seller that Coldwell Banker does not offer or accept offers of sub-agency in New Hampshire. (2) Pursuant to the requirements of RSA 331-A:25-b(1)(b)(5), Seller is hereby notified that certain information about the condition of the property must be conveyed, in writing, to a buyer prior to or during the preparation of an offer. This information includes, but is not necessarily limited to disclosures relating to private water supply system, sewage disposal system, insulation, radon, gas, lead paint, underground storage tanks, hazardous waste, urea formaldehyde and asbestos. (3) Also, pursuant to RSA 447.4-g, Seller is required to disclose if Seller has any knowledge whether methamphetamine has ever been produced on the Property. (4) Because it is Coldwell Banker's best professional opinion that public "Blindtag" and property "Valuation" options offered by some MLSs do not serve the best interests of Coldwell Banker's seller clients in most circumstances, it is Coldwell Banker's policy to instruct the MLS not to enable those features on its sellers' listings unless a seller specifically instructs otherwise in writing. (5) Coldwell Banker's usual and customary practice is to compensate cooperating Buyer Agents in the amount of 2,000 of the contract price and to compensate a licensee acting as a Facilitator (i.e., licensee is not acting as either a Seller Agent or Buyer Agent) in the amount of 2,000 of the contract price.

9. **SELLER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS:** (a) Seller holds clear and marketable title in the Property, (b) there are no liens or encumbrances that would interfere with the sale of the Property, (c) Seller is not in bankruptcy nor contemplating filing bankruptcy during the Term of this Agreement or, in the alternative, if Seller is in bankruptcy or files for bankruptcy protection during the Term of this Agreement, then Seller agrees and covenants to take all actions necessary to secure authorization from the Bankruptcy Court for Coldwell Banker to act as listing real estate broker for the listing, marketing, sale and/or rental of the Property and to be compensated fully therefor as set forth in this Agreement, and Seller authorizes Coldwell Banker to make any and all necessary disclosures to potential purchasers regarding the foregoing; (d) Seller is not in default on the payment of any loan, debt, account or other obligation secured by a mortgage or other lien against the Property or, in the alternative, the Seller has informed Coldwell Banker of any and all arrears with respect to the foregoing and has supplied Coldwell Banker with copies of any and all written notices or other documentation received by Seller in relation to any party's effort or intention to institute foreclosure proceedings against Seller and/or the Property; (e) in the event that, upon the sale or proposed sale of the Property under any terms and conditions to which Seller may agree, Seller does not have or does not anticipate having sufficient funds to satisfy all financial obligations and clear all mortgages and liens against the Property, the Seller shall use Seller's best efforts to obtain from Seller's lender(s) and/or lien holder(s), as the case may be, agreement to accept in full satisfaction of its debt such lesser sum as may be necessary to permit transfer of title free and clear of all encumbrances and to compensate Coldwell Banker fully as set forth in this Agreement; (f) Seller represents that there are no other listing agreements for the sale of the Property in effect as of the date of this Agreement; (g) Seller warrants that Seller will, during the term of this Agreement, maintain homeowner's insurance on the Property and that such insurance on the Property will protect against risk of loss of both personal property and from personal injury to persons on the Property, and Seller specifically agrees that, in connection with any showing of the Property to prospective purchasers (including any "Open House" showings), Seller shall take whatever action that the Seller deems to be necessary to safeguard items of personal property and Seller specifically acknowledges that Coldwell Banker does not provide security services and that Coldwell Banker shall not be responsible with respect to any loss of or damage to Seller's Property, or injury to any person, that may occur during or in connection with showing the Property to prospective purchasers; and (h) Seller represents that any information furnished to Coldwell Banker in connection with the Property is true, accurate and complete to the best of Seller's knowledge and belief. Seller represents and warrants that Seller either owns or is duly and legally licensed or otherwise authorized to print, publish, post, disburse, distribute and/or otherwise to make use of (collectively, to "Use") any photographs, images, drawings, renderings, graphic representations, plans, etc. (collectively "Images") that Seller may provide to Coldwell Banker, and Seller authorizes Coldwell Banker to disclose

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such information and/or Use such Images in connection with the performance of Coldwell Banker's services under this Agreement. Seller, further, agrees to hold harmless and indemnify Coldwell Banker (and any licensee affiliated with Coldwell Banker) for disclosure of any of the foregoing information and/or Use of any Images described above in connection with this Agreement.

10. **SHOWINGS:** Unless otherwise stated, Coldwell Banker shall retain a key to the Property and will have access for showing the Property to cooperating agents and prospective buyers.
11. **DISCLOSURES:** Seller agrees to disclose all known material information about the Property to Coldwell Banker and Coldwell Banker shall disclose all known material information to prospective buyers. Seller shall complete and sign the Property Disclosure form which shall be made available to all prospective Buyers of the Property.
12. **OFFERS and MULTIPLE OFFERS:** Coldwell Banker's obligation to seek offers shall terminate when a written offer has been accepted and signed by Seller, provided however that Coldwell Banker will present all written and signed offers that are received even if they are received after an offer is accepted. Seller also agrees that, in the event of a multiple offer situation, Coldwell Banker may disclose (to Buyers who have submitted offers and/or to any such Buyer's broker) the fact that Seller has received other offers on the Property.
13. **DEPOSIT DISBURSAL and DISPUTES:** It is Coldwell Banker's policy to require mutual written direction from buyers and sellers regarding disbursement of earnest money deposits held in escrow by Coldwell Banker. In the event of a dispute between a buyer and seller regarding rightful ownership of any such deposit, Coldwell Banker will retain all disputed funds in its escrow/trust account until Coldwell Banker receives notification that the dispute has been resolved either by mutual agreement of the parties or by an order of a court or arbitrator of competent jurisdiction. Upon mutual agreement of the parties involved in any lawsuit regarding a deposit, Coldwell Banker will transfer any disputed funds to the presiding court, but Coldwell Banker will not institute a legal action (e.g., "interpleader") to resolve such a dispute. In the event that Coldwell Banker, in its capacity as escrow agent, is made a party to any lawsuit regarding an escrow deposit then Coldwell Banker shall be entitled to recover reasonable attorney's fees and costs associated with the defense of said lawsuit, which fees and costs shall be deducted from the escrow deposit if seller is the prevailing party.
14. **EQUAL OPPORTUNITY:** Seller understands and agrees that the Property will be shown and made available to prospective buyers without regard to race, color, religion, sex, disability, familial status, national origin, age, sexual orientation or any other class or status protected under the Fair Housing Laws of the United States and of the State of New Hampshire.
15. **GENERAL TERMS OF AGREEMENT:** This document represents the entire agreement between Coldwell Banker and Seller and supersedes any other agreement of any nature or type, whether oral or written, which may be in existence between the parties in relation to the Property on the date of execution of this Agreement. This Agreement shall not be modified unless said modification is in writing and signed by all parties to be bound by any such modification; verbal modifications shall not be enforceable. This Agreement cannot be assigned by Seller. This Agreement shall bind the respective officers, directors, agents, attorneys, executors, administrators, distributees, successors, heirs and assigns, as the case may be, of Coldwell Banker and Seller. Seller agrees to indemnify and hold Coldwell Banker harmless from and against all loss, cost or expense including, but not limited to, reasonable attorney's fees in connection with the seller's breach of any term or condition of this Agreement. This Agreement shall be governed by the laws of the State of New Hampshire.

16. SELLER CONTACT INFORMATION:

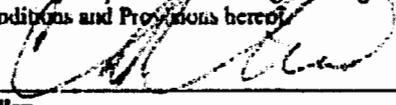
Contact Phone: (603) 271-6917 E-Mail Address: William.Coyne@det.state.nh.us
 Seller's Address (if different from Property): John O. Morton Building Room 100 7 Hazen Drive P.O. Box

17. ADDITIONAL TERMS AND CONDITIONS:

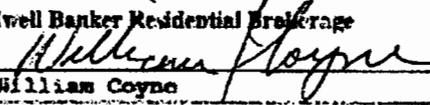
Please see attached addendum.

NOTE: This is a legal document that creates binding obligations. If not understood, consult an attorney. The term Seller shall refer to and be binding upon all Sellers and their heirs and successors, and the term Broker shall include Coldwell Banker, its agents, affiliates and successors.

BY SIGNING BELOW, Seller and Coldwell Banker acknowledge that they have read and understand the entire Agreement, including the provisions relating to Designated Agency and Dual Agency, and Seller and Coldwell Banker hereby agree to said terms, conditions and Provisions hereof.



 Seller Date
 State of New Hampshire DOT

Coldwell Banker Residential Brokerage
 By: 
 William Coyne

 Seller Date

For Office Use: Manager: _____ SIS#: _____ Prop. Addr.: <u>7 Hazen Road</u> <u>Windham, NH 03097</u>

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