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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



38

William Cass, P.E.  
Commissioner

David Rodrigue, P.E.  
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Right-of-Way  
July 3, 2023

**REQUESTED ACTION**

- Under RSA 4:39-c and RSA 228:31, the New Hampshire Department of Transportation (Department) requests authorization to sell a 0.15 +/- of an acre of state-owned land located at 439 Valley Road in the Town of Sullivan. The sale will be to Micah J. and Carol L Wiloth (Grantees) for \$181,100, which includes the \$1,100 administrative fee, effective upon Governor and Executive Council approval.
- The Department further requests authorization to compensate H.G. Johnson Real Estate \$9,000 (5%) from the sale proceeds for real estate services, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts has determined that the funding for this parcel is 100% Federal Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2024</u>
Administrative Fee	\$1,100
04-096-096-963515-3054-401771	<u>FY 2024</u>
Consolidated Federal Aid	\$171,000
(100% of \$171,000)	
(Estimated amount, actual will be based on closing statement)	

**EXPLANATION**

The Department requests to dispose of this 0.15 +/- of an acre parcel of state-owned land on the northern side of NH Route 9 (Franklin Peirce Highway) and the southerly side of Valley Road in the Town of Sullivan. The physical address, 439 Valley Road, is improved with a New Englander-style single-family residence.

The Department has reviewed this sale and determined it to be surplus to its operational needs and available for disposal. The conveyance of the parcel will be "as is, where is, with all faults" with the following conditions, as determined by this review:

- The Grantee will be required to commission a Land Surveyor licensed in New Hampshire to survey and prepare a Perimeter Boundary Line Survey depicting the limits of the right-of-way meeting the NH Code of Administrative Rules 503.09 and submit it to the Department for review and approval. Upon the Department's approval, the buyer must record the plan under RSA 478:1-a in the Cheshire County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Grantee shall be responsible for obtaining all local and state land use approvals before the closing.
- The Department will retain the following easements: a 1,522 SF Bridge Access Easement and a 4,177 SF Slope & Drainage Easement.

At the September 19, 2022, meeting of the Long-Range Capital Planning and Utilization Committee, they approved the request (LRCP 21-031), which allowed the Department to enter into a listing agreement with H.G. Johnson Real Estate (Realtor) to sell the above-listed property for \$180,000. The Department would also assess an administrative fee of \$1,100. Their approval authorized the Department to compensate the Realtor a 5% commission from the sale proceeds.

Under RSA 4:39-c, the Department has solicited interest from the Town of Sullivan, and they expressed no interest in the property.

Under RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, and they also expressed no interest in the property.

The Realtor marketed the subject property and brought all offers to the Department for consideration. On July 3, 2023, the Department entered into a Purchase and Sale Agreement with the Grantees for \$180,000, and to assess the \$1,100 administrative fee.

The Department respectfully requests authorization to sell the subject parcels and compensate the Realtor, as noted above.

Respectfully,



William J. Cass, P.E.  
Commissioner

WJC/SJN  
Attachments

**STATE OF NEW HAMPSHIRE**  
**INTER-DEPARTMENT COMMUNICATION**

**LRCP 22-024**

**FROM:** Stephen G. LaBonte  
Administrator

**DATE:** August 29, 2022

**AT:** Dept. of Transportation  
Bureau of Right-of-Way

**SUBJECT:** Sale of State-Owned Land in Sullivan  
RSA 4:39-c

Approved by the Long Range  
Capital Planning & Utilization  
Committee September 19, 2022

**TO:** Representative John Graham, Chairman  
Long Range Capital Planning and Utilization Committee

**REQUESTED ACTION**

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of a 0.15 +/- of an acre parcel of state-owned land, with improvements, located at 439 Valley Road, in the Town of Sullivan. The Department will enter into a listing agreement for a term of one year with H.G. Johnson Real Estate. The listing price for this parcel will be \$185,000.00, plus the Department will assess an administrative fee of \$1,100.00. The Department will negotiate within the Committee's current policy guidelines, subject to the conditions as specified in this request.

**EXPLANATION**

The Department requests to dispose of this 0.15 +/- of an acre parcel of state-owned land located on the northerly side of NH Route 9 (Franklin Peirce Highway) and the southerly side of Valley Road in the Town of Sullivan. The physical address, 439 Valley Road, is improved with a New Englander-style single-family residence.

This parcel was acquired from James M. Turner in 2017, for the Roxbury-Sullivan 10439 project. The project included raising the elevation and replacement of the abutting NH Route 9 bridge over Otter Brook, as well as roadway improvements along NH Route 9. The property was acquired for \$150,165.76, as part of a negotiated settlement.

After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs and available for disposal. This parcel will be conveyed with the following conditions:

- Property will be sold "as-is, where-is"
- The buyer will be required to solicit a NH Licensed Land Surveyor, to survey and prepare a Perimeter Boundary Line Survey, to be submitted to the Department for review and approval. Upon approval by the Department, the buyer is required to record the plan in the Cheshire County Registry of Deeds, from which the Department will prepare the conveyance deed.
- The Department will be retaining the following easements: 1522 SF Bridge Access Easement and 4177 SF Slope & Drainage Easement.

In accordance with New Hampshire Administrative Rules, chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 2 (Cheshire and Sullivan Counties) were sent a request to submit a market analysis for the subject property, with a real estate commission of 5% of the sale price. Based on this request, the Department received responses from the following two firms.

Carey & Giampa Realtors 655 Wallis Road Rye, NH 03870	\$211,600.00
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H.G. Johnson Real Estate 17 Elm Street STE B202 Keene, NH 03431	\$175,000.00
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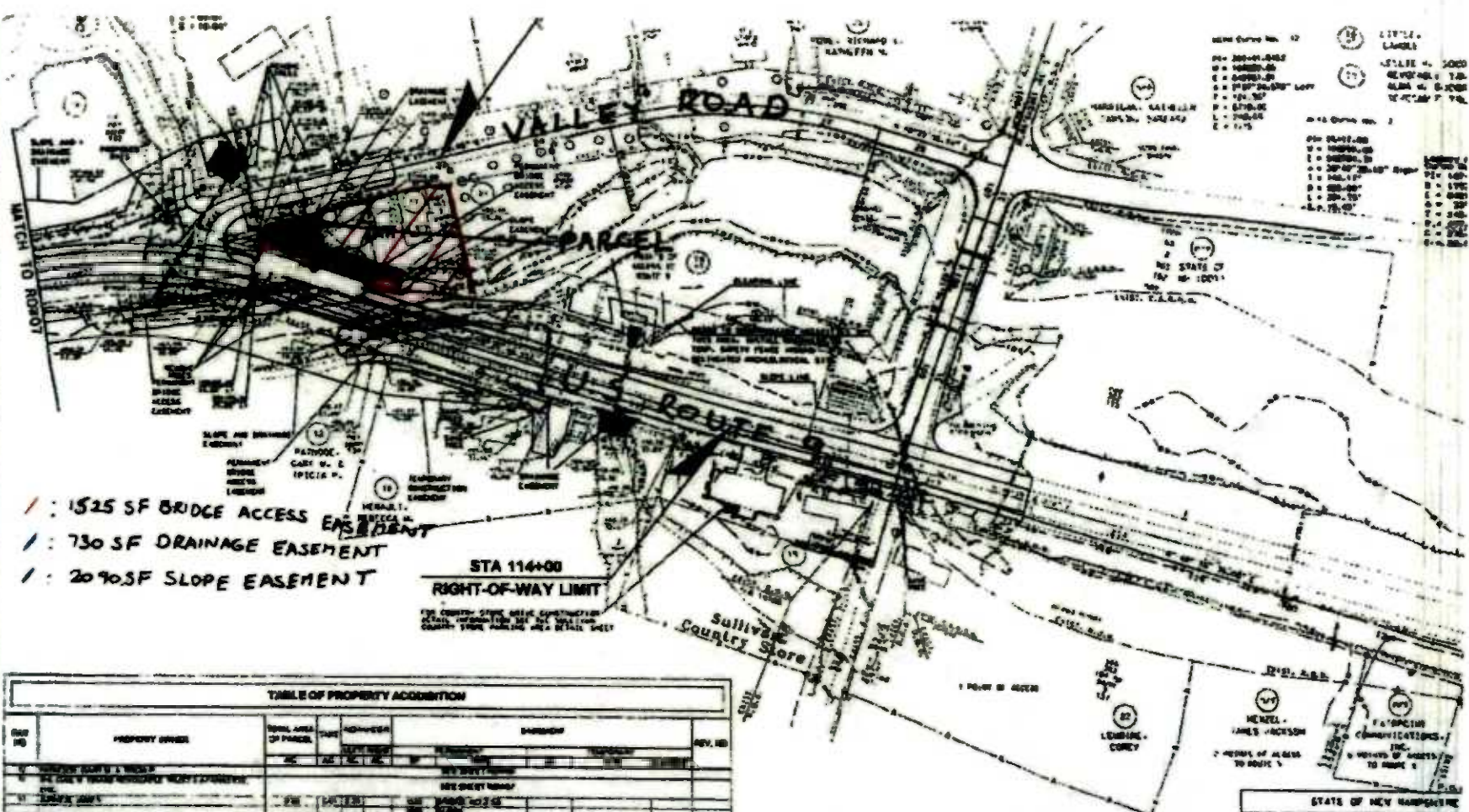
State Appraisal	\$163,000.00
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The Pre-Qualification Committee reviewed the above information and felt that a value of \$185,000.00, was appropriate for this property and selected H.G. Johnson Real Estate to market the property, on behalf of the Department.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Sullivan. Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

The Department is respectfully requesting authorization to sell the subject parcel, as outlined above.

SGL/SJN/jl  
Attachments



1 : 1525 SF BRIDGE ACCESS EASEMENT  
 1 : 730 SF DRAINAGE EASEMENT  
 1 : 2090 SF SLOPE EASEMENT

STA 114+00  
 RIGHT-OF-WAY LIMIT  
 FOR CONSTRUCTION OF BRIDGE AND SLOPE EASEMENTS  
 SEE PLAN AND DETAILS SHEET

TABLE OF PROPERTY ACQUISITION					
REV. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL	ACRES	ADVERSE	REMARKS
1	...	...	...	...	...
2	...	...	...	...	...
3	...	...	...	...	...
4	...	...	...	...	...
5	...	...	...	...	...

90 0 50 100  
 SCALE IN FEET

REVISED  
 NEW PLAN/ISSUE PLANS  
 11/11/11

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAYS  
**NH ROUTE 9  
 RIGHT-OF-WAY PLAN**  
 COUNTY OF ...  
 SHEET NO. ... OF ...  
 DATE ...

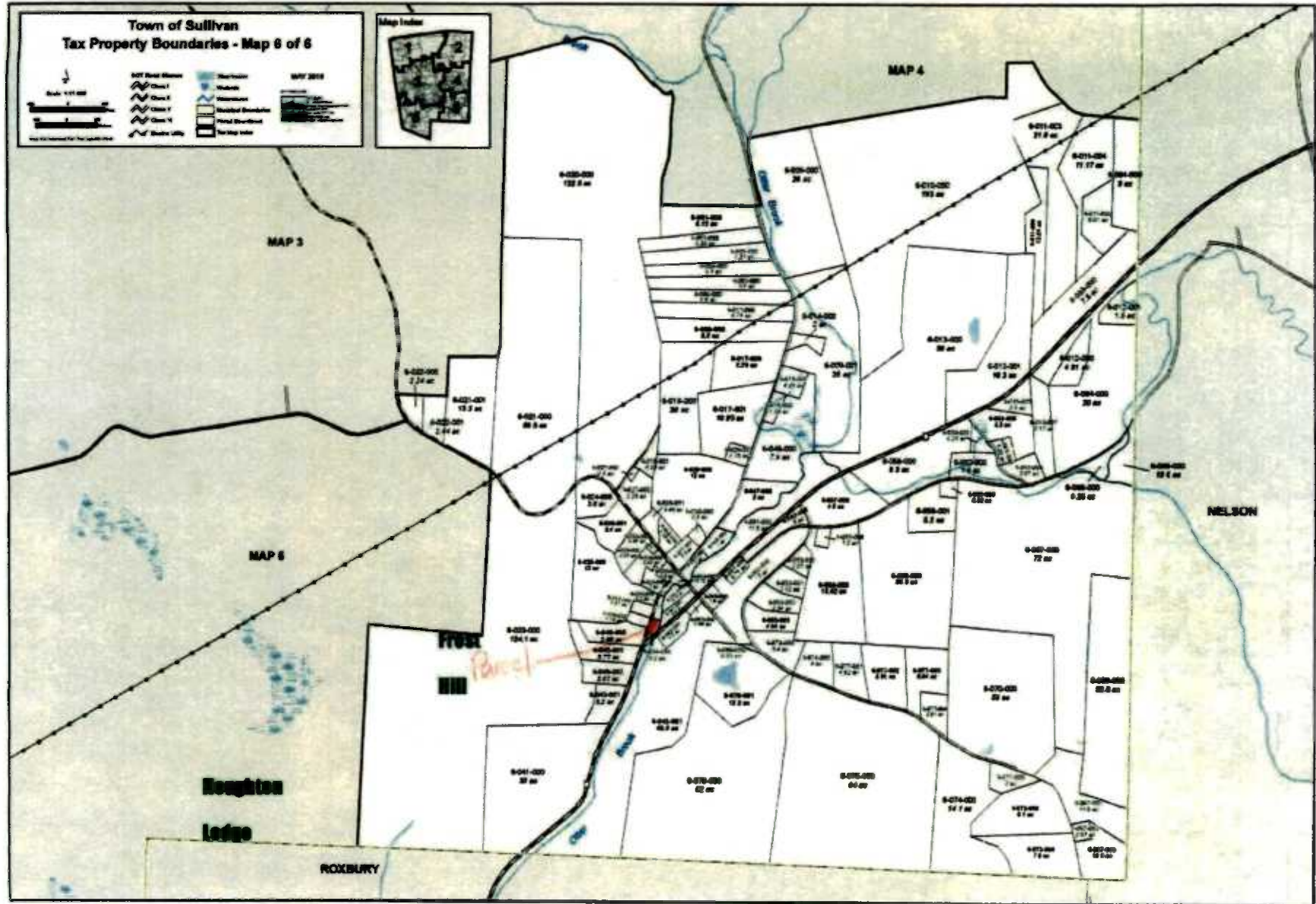
Town of Sullivan  
Tax Property Boundaries - Map 6 of 6

Scale: 1" = 100' 000'

Map Index

Map 2018

Class 1	Water
Class 2	Wetland
Class 3	Shaded Boundary
Class 4	Water Boundary
Class 5	Topographic





**TOWN OF SULLIVAN**

452 Centre Street  
P.O. Box 110  
Sullivan, NH, 03445  
603-847-3316

Selectmen@townofsullivannh.com

DEPT. OF TRANSPORTATION  
BUREAU OF RIGHT OF WAY

OCT 17 2022

RECEIVED

October 5, 2022

State of NH - DOT  
Stephen G. LaBonte, Administrator  
Bureau of Right-of-Way  
JO Morton Building - Room 100  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302

RE: State-owned property F-012-1(34) 10439

Dear Mr. LaBonte:

Thank you for your letter of 9/21/2022 regarding sale of State-owned property F-012-1(34) 10439, 439 Valley Road, Sullivan NH.

After discussion, the Selectmen have opted to decline your offer to the Town of Sullivan for purchase of this property.

Thank you,

  
Marsha Cook  
Chair, Board of Selectmen



NEW HAMPSHIRE  
HOUSING

Rob Dapice  
Executive Director/CEO  
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION  
BUREAU OF RIGHT OF WAY

OCT 07 2022

RECEIVED

October 5, 2022

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

RE: Sullivan property.

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Sullivan, described in your letter of September 21, 2022.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice  
Executive Director/CEO

Enclosures



439 Valley Road

Legend



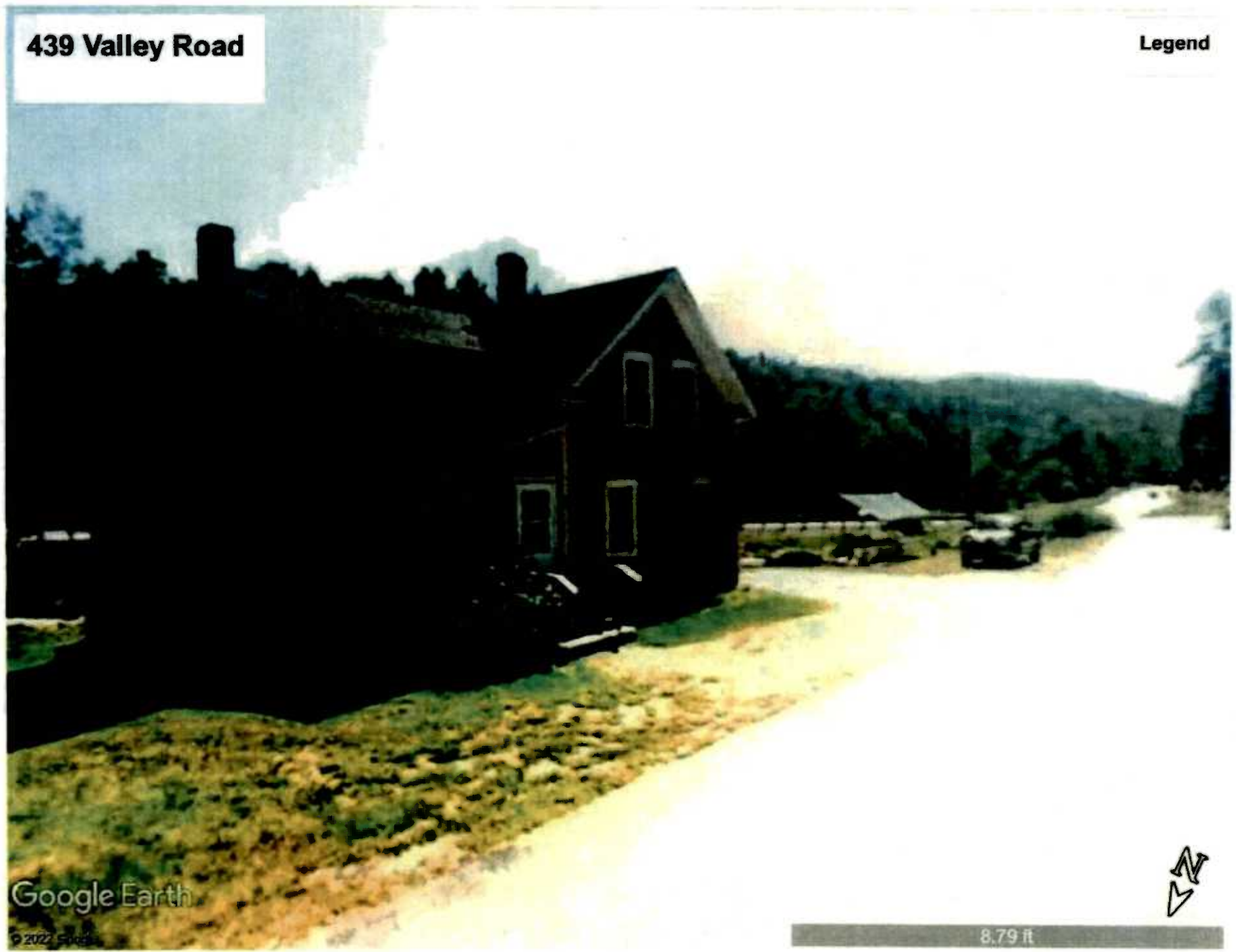
Google Earth

© 2022 Google

9.22 ft

439 Valley Road

Legend



Google Earth

© 2022 Google

8.79 ft



**New Hampshire Department of Transportation  
Exclusive Listing Agreement**

This is to be construed as an unequivocal *Exclusive Right to Sell/Lease* between the Seller and the undersigned Firm.

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned H.G. Johnson Real Estate ("FIRM"), on this date, \_\_\_\_\_ in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 439 Valley Rd in Sullivan owned by SELLER consisting of 0.15 +/- of an acre, Improved, and including any other property, real or personal, subsequently added thereto, recorded in the Cheshire County Registry of Deeds in Book 3000 Page 0402 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$185,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 5 % of the contract price or of the lease amount or \_\_\_\_\_.

2. THIS AGREEMENT SHALL BE IN EFFECT from 10/24/2022 through 10/24/2023. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or N/A.

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.  
Yes \_\_\_ No \_\_\_ 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.

[Signature] \_\_\_\_\_ 10/21/22  
Seller Date

Yes \_\_\_ No X At this time, SELLER does not consent to dual agency showings.

\_\_\_\_\_  
Seller Date

Yes \_\_\_ No \_\_\_ Not applicable - FIRM does not practice dual agency.

[Signature]

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. 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 sub agency. 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 <u>2.5%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>2.5%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/Virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than SELLER'S broker <input type="checkbox"/> members of the public.

*Handwritten signature*

<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: ____ agents other than SELLER'S broker members of the public.
<input checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.

9. ADDITIONAL PROVISIONS:

- 1) Sale is subject to approval of the Governor and Executive Council.
- 2) In addition to the purchase price, the buyer will be subject to an administrative fee of \$1,100.00.
- 3) Property will be sold "as-is, where-is"
- 4) The buyer will be required to solicit a NH Licensed Land Surveyor, to survey and prepare a Perimeter Boundary Line Survey, to be submitted to the Department to be reviewed and approved.
- 5) The buyer will be responsible for all local and state approvals.
- 6) The Department will be retaining the following easements: 1,522 SF Bridge Access Easements and 4,177 SF Slope & Drainage Easements.

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.

*[Signature]*  
 Seller - NH Department of Transportation

10/21/22  
 Date

7 Hazen Drive, PO Box 478  
 Address

Concord      NH      03302  
 City              State      Zip Code

H.G. Johnson Real Estate  
 Firm

10-25-22  
 Date

*[Signature]*  
 Name

Owner/Broker  
 Title

17 Elm St. Suite B202  
 Address

Keene      NH      03431  
 City              State      Zip Code

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

Upon approval of Governor and Council ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this twenty seven day of June between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Micah J and Carol L Wiloth ("BUYER") of 408 Cobble Drive, Montrose, CO 81403

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Sullivan, NH, located at: 439 Valley Road, and recorded in Cheshire County Book 3000 Page 0402 Dated September 9, 2017 ("PROPERTY").

3. The SELLING PRICE is 185,000 Dollars, plus an \$1,100.00 administrative fee. A DEPOSIT in the form of a Check is to be held in an escrow account by ("SELLER"), BUYER has delivered, or x will deliver to the ESCROW AGENT's FIRM, HG Johnson, LLC within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered on or before N/A. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire certified cashier's or trust account check in the amount of \$181,100.00

4. DEED: Marketable title shall be conveyed by a Quitclaim Deed.

5. TRANSFER OF TITLE: On or before September 29, 2023 at buyer title company/remote online closing or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, 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: None Buyer reserves the right to conduct a walk through inspection upon reasonable notice to the SELLER within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYERS(S) acknowledge the roles of the agents as follows: Greg Johnson of H.G. Johnson Real Estate, LLC is a X seller agent buyer agent facilitator disclosed dual agent\* Carol Slocum of Keller Williams Realty - Metropolitan a seller agent X 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. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds . This is the 1,000 remedy available to BUYER should such loss occur.

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.

SELLER(S) INITIALS [Signature] / BUYER(S) INITIALS [Signature] [Stamp: 07/01/23 5:11 AM MDT dotloop verified] [Stamp: 07/01/23 5:10 AM MDT dotloop verified]

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures: As Is

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 GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

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: X YES \_\_\_ NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM ATTACHED HERETO AND SIGNIFIES BY INITIALING HERE:

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and XXX.

The use of days is intended to mean calendar days from the effective date of this Agreement. 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 that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
(b) If SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, 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); 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:

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

- a. Restrictive Covenants of Record YES NO
b. Easements of Record/Deed
c. Park Rules and Regulations
d. Condominium documentation per N.H. RSA 356-B:58
e. Co-op/PUD/Association Documents
f. Availability of Property/Casualty Insurance

If such review is unsatisfactory, BUYER must notify SELLER in writing within 15 days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement ( ) is ( x ) is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT N/A TERM/YEARS N/A RATE MORTGAGE N/A TYPE N/A

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.

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 2 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 N/A ("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.

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



New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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.

19. ADDITIONAL PROVISIONS:


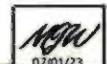

This Purchase and Sales Agreement is subject to approval by the Governor and Executive Council



Buyer shall be responsible for the \$1,100.00 administrative fee.

Buyer is required to solicit a NH Licensed Land Surveyor, to survey, at buyer expense, and prepare a perimeter boundary line survey, to be submitted to the Department for review and approval. Buyer is required to record the plan in the Cheshire County Registry of Deeds, from which the Department will prepare the conveyance deed. The Department will be retaining an easement.

Results of survey must be acceptable to buyer and seller.

20. ADDENDA ATTACHED:  Yes  No

SELLER(S) INITIALS  | BUYER(S) INITIALS  | 

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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 which shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. 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.

22. GOVERNING LAW: All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.

23. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

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.

Micah J Wiloth dotloop verified 07/01/23 5:11 AM MDT KM6B-W9YA-UCGF-ZANP

Carol L Wiloth dotloop verified 07/01/23 5:10 AM MDT WW6P-UW6B-552R-DZBU

BUYER DATE TIME

BUYER DATE TIME

408 Cobble Drive

MAILING ADDRESS

MAILING ADDRESS

Troy NH 03465

Montrose, CO 81403

CITY STATE ZIP

CITY STATE ZIP

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

[Signature] 7/3/23 8:13AM SELLER DATE TIME

SELLER DATE TIME

New Hampshire Department of Transportation 7 Hazen Drive, PO Box 483

MAILING ADDRESS

MAILING ADDRESS

Concord, New Hampshire 03302

CITY STATE ZIP

CITY STATE ZIP

### ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This B Addendum to the Purchase and Sales Agreement with an effective date of 07/03/2023 between NH Department of Transportation ("SELLER"), and Micah J Wiloth and Carol L Wiloth ("BUYER"), for the property located at 439 Valley Rd, Sullivan, NH 03445

hereby agree to the following:

All inspections are complete and satisfactory to buyer EXCEPT for a potential septic issue:  
  
Contract price to be reduced by \$5,000.00 to \$180,000. The \$1,100 administrative fee remains in place.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

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.

Micah J Wiloth BUYER DATE / TIME

Carol L Wiloth BUYER DATE / TIME

[Signature] SELLER 7/24/23 9:42AM DATE / TIME

SELLER DATE / TIME

## 12. Septic System

### *Styles & Materials*

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<b>Interior Negative Observations:</b> No negative observations at interior	<b>Were system plans provided?:</b> No	<b>Approved Design?:</b> Yes A search of the NH One-Stop Database revealed an approved design Design/Approval# : CA2006082771
<b>Number of bedrooms:</b> 4	<b>Number of current occupants and use:</b> Unoccupied >6 months	<b>Number of years at current load:</b> 1-3
<b>Numer of occupants intending to</b>	<b>Age of system:</b>	<b>Pipe between home and septic:</b>

439 Valley Road

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# Bird Dog Home Inspection

Wiloth

**move-in and use:**

Unknown  
Full-time

10-20yrs

No negative observations  
4" Diameter  
PVC

**Septic Tank Estimated Size and Material:**

1,000 Gallon  
Concrete  
Ledge Tank

**Septic Tank Observations:**

PVC Tee Inlet Baffle  
PVC Tee Outlet Baffle  
Liquid Level Low upon opening of tank - Potential tank leak

**Pipe From Septic Tank to EDA or Pump Station:**

4" Pipe Diameter  
SDR-35  
Sagging (Areas of Ponding)

**Site Observations:**

Excessive saturation of surrounding soils

**EDA Observations:**

Large Diameter Gravelless Pipe  
Gravity  
Series Distribution  
Soil over top of EDA 6-12"  
Ponding present  
Non-vented  
Effluent Level above top of laterals -  
Fully ponded  
Highly saturated soils surrounding EDA

*Items*

**12.0 Interior Plumbing Observations and Use**

Comments: Inspected

No negative observations were noted at the interior which could adversely affect the septic system.

**12.1 Septic Tank and Associated Piping**

Comments: Action Recommended

☐ The septic tank was an estimated 1,000 gallon tank with concrete inlet and outlet baffles.

The septic tank had the following defects:

- Tank level low - indication of tank leak, extended lack of use or pumping with no use
- Evidence of parking above tank (It is not recommended to park on septic tanks)

I recommend confirming the record of pumping with the seller to confirm low level is likely from pumping followed by dormancy.



12.1 Item 1(Picture) Septic tank location



12.1 Item 2(Picture) Tank level low, outlet baffle OK



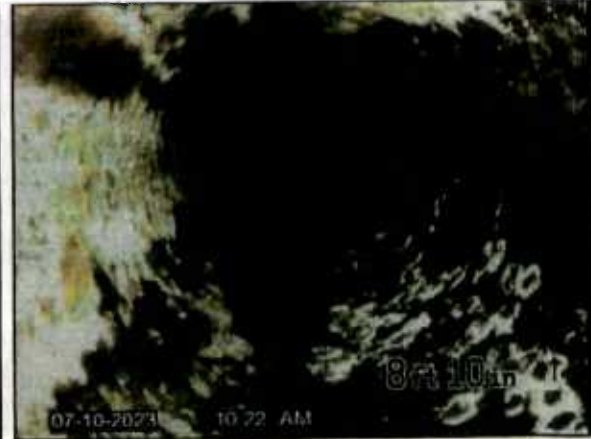
12.1 Item 3(Picture) View of Inlet baffle



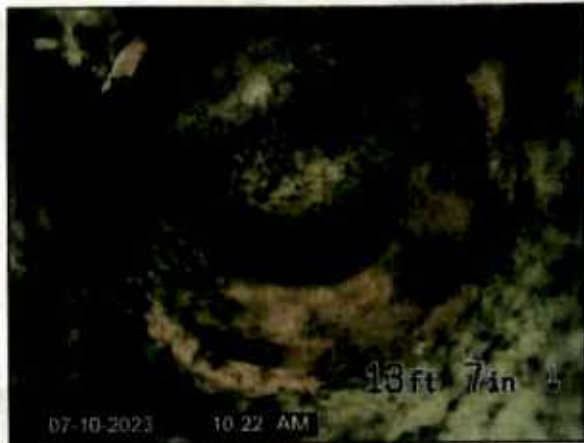
12.1 Item 4(Picture) Line from home to tank



12.1 Item 5(Picture) Line from home to tank



12.1 Item 6(Picture) Line from home to tank



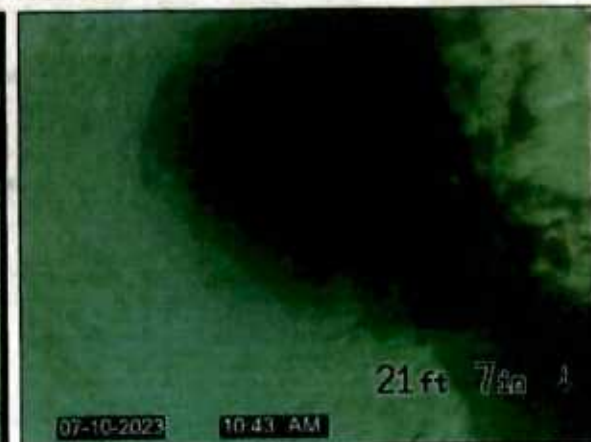
12.1 Item 7(Picture) Line from home to tank, Inlet baffle



12.1 Item 8(Picture) Line scoped from tank to leachfield



12.1 Item 9(Picture) Line scoped from tank to leachfield



12.1 Item 10(Picture) Line scoped from tank to leachfield



**12.2 Distribution Box (D-Box)**

Comments: Not Present

No D-box was present.

**12.3 Effluent Disposal Area (EDA) - Large Diameter Gravelless Pipe (LDGP)**

Comments: Action Recommended



The Large Diameter Gravelless Pipe leachfield was aligned in serial distribution. The pipes were inspected via camera and hand excavation. Significant standing effluent/groundwater was noted in the leachfield, but it is important to note this finding was also during a period of heavy rains.

High quality, well-drained septic sand is extremely important proper operation and longevity of these type of systems. This systems sand was high quality and well-drained in the areas excavated, but the leachfield was holding significant rainwater.

I recommend reaching out to the state engineer to confirm this finding is acceptable during these conditions as I believe such saturation with a significant period of system dormancy is an indicator of a system that may not be properly functioning.



12.3 Item 1(Picture) Leachfield location



12.3 Item 2(Picture) Quality sand



12.3 Item 3(Picture) Rainwater saturation of field



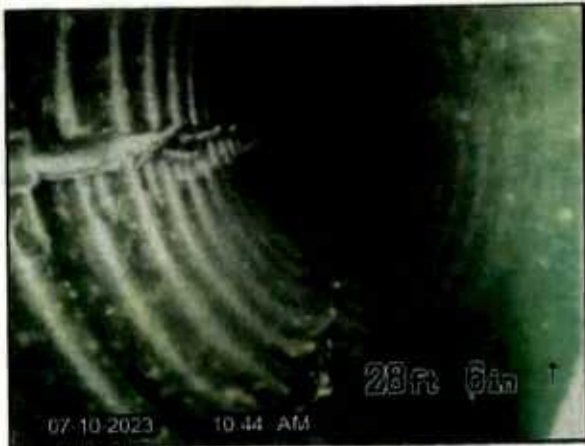
12.3 Item 4(Picture) Two test holes



12.3 Item 5(Picture) Rainwater saturation of field



12.3 Item 6(Picture) Some gray soils



12.3 Item 7(Picture) Lateral 1 filled

#### 12.4 Septic System Rating and Summary

Comments: Action Recommended

##### Effluent Disposal Area (EDA) Aging: General Definitions for all EDA (Leachfield) Types:

- **Good:** A system is in its young or early middle age with no evidence of past flooding or high effluent. A young system would show little or no ponding in the EDA bottom in systems where the EDA bottom is observable.
- **Fair:** A system is in middle age. A middle aged system has ponded effluent on the bottom. This is the normal working condition for many EDA types so a rating of Fair carries no negative connotation.
- **Poor:** A system is nearing the end of its useful life under the current load. It is not yet failing it may be in need of replacement, especially late in its life. Systems in poor condition that have had little use or have been out of use may have more basic underlying problems that can't be overcome by repair alone.
- **Failing:** The system meets the statutory definition of failure or, in the judgment of the evaluator, failure may be imminent. Failure Definition: "Failure" means the conditions produced when a subsurface sewage or waste disposal system does not properly contain or treat sewage or causes the discharge of sewage on the ground surface or directly into

surface waters, or the effluent disposal area is located in the seasonal high groundwater table

The septic system is an approved design which can be found on the NH's On-stop website:  
[Subsurface Query Link](#)

The overall rating for this septic systems materials and installation is GOOD, however, the amount of standing effluent and groundwater in the leachfield was excessive and nearly backing up toward the septic tank. Two test holes in the covered four laterals and the EDA all showed standing groundwater. The system operated as expected at the time of inspection. I recommend reaching out to the state engineer to confirm these finding are acceptable given the heavy rains.

Please Note: This evaluation is useful in determining the general condition of the system and is not intend to predict how long the system will continue to function. it is impossible to determine the actual length of service of a septic system will provide due to variables which include, but are not limited to, maintenance, care and use. The evaluation is an opinion based on general condition of the septic system at the time of the inspection. Conclusions reached and system longevity cannot be guaranteed due to unforeseen conditions or information that was not provided or available at the time of inspection. This report does not offer or imply guarantees, nor shall guarantees be assumed.