

LINCOLN BOARD OF SELECTMEN'S  
MEETING MINUTES  
TUESDAY, OCTOBER 10, 2023 – 5:30PM  
LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH  
(THE RECORDING OF THIS MEETING CAN BE FOUND ON YOUTUBE)

**APPROVED**

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**Lincoln Board of Selectmen Present:** Chairman, OJ Robinson, Vice Chair, Tamra Ham and Selectman Jack Daly  
**Staff Present:** Town Manager, Carina Park and Executive Assistant, Jane Leslie  
**Public Present via Zoom:**  
**Public Present:** Wayne Baltzer, Mary Pieroni, Michael Ianocci, Janice Osgood, Debbie Celino and Jim Welsh.

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### **I. CALL TO ORDER**

Chairman Robinson called the meeting to order at 5:30 p.m.

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### **II. APPROVAL OF MEETING MINUTES FROM PREVIOUS MEETING**

**MOTION:** “To approve the BOS meeting minutes of September 25, 2023 as amended.”

**Motion:** Tamra Ham                      **Second:** Jack Daly                      **All in favor.**

**MOTION:** “To approve the Non-Public BOS meeting minutes of September 25, 2023 as presented.”

**Motion:** Tamra Ham                      **Second:** Jack Daly                      **All in favor.**

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### **III. LINCOLN INDUSTRIAL BUSINESS PARK PUBLIC HEARING-Deed Restrictions (Cont'd from 9/25/23)**

OJ explained that this is a continuation from the previous public hearing(s) held on September 25<sup>th</sup> to discuss revising the covenants and restrictions at the Industrial Business Park. The Board is proposing the following amendments to Covenant (b) and (i):

**Current covenant (b)** *“any commercial or light industrial use of these lots or the structures thereupon must be of the type expected to require regular on-site staff supervision and employment. No use primarily intended for storage or other unattended purposes will be allowed;”*

The amended covenant and restriction (b) in the Current Lot Owners relevant deeds will be replaced in its entirety as follows: *“no self-storage unit or units of any kind shall be permitted on the conveyed lot or lots, and no self-storage use shall be permitted on the conveyed lot or lots.”*

OJ further explained that Town Counsel drafted an *Agreement to Modify the Covenants and Restrictions*, in addition to new language for covenant (b), a new restriction was added which will be referenced under **Covenant (i)** *“The Town shall have the right to impose different or additional covenants and restrictions in any future conveyance of any of the remaining lots within the “Subdivision of Lincoln Industrial Park in the Town of Lincoln, NH, surveyed January 1993-July 2006, by Sabourn Surveying, Inc.” provided that any such different or additional covenants and restrictions shall not, without express written agreement, apply to the lots owned by the Current Lot Owners.”*

OJ read the following email response from one of the current lot owners, Kevin Sullivan (Sully & Sons LLC): *“I will not be able to make the meeting tonight but have no opinion as far as Board of Selectmen voting to change the covenants. My attorney disagrees with the Town Attorney’s advice but I have no plans to purchase another lot at this time. Please let me know when the document is ready to sign.”*

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Tammy pointed out that the “no self-storage” clause (amended covenant and restriction “b”) includes the storage of vehicles/junkyards as well. Jack noted that Michael Donahue (Business Park owner - lots 1 & 2) also had publicly stated that he has no objections to the revised covenants and restrictions.

**MOTION: “To accept the new wording of the covenants for all future conveyances of the lots in the Business Park.”**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**All in favor.**

OJ suggested that they obtain input from town counsel on whether they need the corrected deeds, or if the agreement to modify the covenants and restrictions document gets recorded along with the current deeds on file at Grafton County Registry of Deeds.

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#### **IV. INDUSTRIAL BUSINESS PARK PROPOSED PURCHASE**

The Board received a Proposed Purchase and Sales Agreement from O’Connell Builders for one of the lots (Lot 2 – M109 Lot 018) at the Business Park, and is offering the sum of \$68,200 [lot’s assessed value is \$64k] (see attached). Additional provisions noted in proposed agreement:

- 1) This offer is subject to the Seller verifying the four corner pins of the subject lot.
- 2) Buyer to pay the full NH Real Estate Transfer Tax and the cost of Deed Preparation.
- 3) The Town of Lincoln agrees to grant Buyer a recorded right of first refusal for Lot #4, Tax Map 109, Lot 019.
- 4) The Buyers offered purchase price includes a 6% commission payable to Coldwell Banker Life-styles at the time of the Transfer of Title.
- 5) Offer is subject to an appraisal conducted by, and at the expense of, The Town of Lincoln with results satisfactory to the Town. If the price is acceptable to the Town and the Buyer is duly notified, this contingency shall be satisfied. If the appraisal is not acceptable to the town, meaning the appraisal is in excess of the price offered in the Agreement, the Buyer will have the right of first refusal to accept the appraised value or terminate, and otherwise withdraw this offer and receive a full refund of any deposited funds.

Jack Daly questioned why the town should be paying for the appraisal, when typically, it is the Buyer who does this. Carina feels that the town obtaining an appraisal on this lot will essentially provide a “comp” for the other lots in the Business Park going forward with any future lot sales. OJ noted that he has no objections to this because the Buyer is paying for transactions that typically the Seller would share in the costs (i.e., Real Estate Transfer Tax, Deed Preparation). OJ felt the only provision that may be an issue is provision #3 - *The Town of Lincoln agrees to grant Buyer a recorded right of first refusal for Lot #4, Tax Map 109, Lot 019*. OJ recalled the last time that this situation came up (2019) it became a point of contention between the adjacent lot owner who had expressed an interest in lot #4. Carina suggested that they obtain a legal opinion on this matter, and a discussion ensued about granting “future rights of first refusal”.

Once the Selectmen have made a decision to accept this offer, they will then have to present it to the Planning Board for their recommendation to the BOS, and then the Selectmen will hold two (2) public hearings in accordance with **RSA 41:14-Acquisition or Sale of Land, Buildings, or Both**.

**MOTION: “To forward this request to the Planning Board and obtain an opinion from Town Counsel as to the validity of allowing someone to get a Right of First Refusal on future purchases.”**

**Motion: Jack Daly**

**Second: Tamra Ham**

**All in favor.**

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## **V. OLD/NEW BUSINESS**

### **Town Manager Report:**

#### **New Ixom Mixers-Solid Waste Lagoons:**

The new Ixom mixers are up and running with all electrical work complete. H2O Innovations will be monitoring the lagoons and periodically shutting down the previously existing mixers to conserve energy, and noted that the town should see a drastic reduction in energy costs as a result of this.

#### **West Street Gate:**

The electrical work on the West Street gate is complete. The NH Electric Coop should have been out last week to attach the electrical lines to the pole/box to finish the project, however, this past weekend a vehicle rammed through the gate (purposely) and the driver got out of the car and threw the gate to the side. This incident was recorded on camera and the appropriate steps are being taken (Director Hadaway will repair gate).

#### **Jeannine Wood Trial – Motion for Reconsideration:**

The Judge ruled in the Town's favor regarding the Reconsideration Hearing. This was the last item that needed to be addressed prior to jury selection, and it is the Town's hope that this case gets on the Court's docket within the next couple of months.

#### **Nelson Bench Trial:**

The Court has agreed per the request of both attorneys to make this a bench trial. It is scheduled for February 13<sup>th</sup>-16<sup>th</sup>, 2024. Town Counsel feels that since this is a bench trial, this date has a good chance of being the actual trial date.

#### **Chenard Zoning Violation Penalties:**

Town Counsel, Jason Dennis will be filing a Complaint in Plymouth District Division for collection of the fees to date (\$7,450 as of 10/03/23). Assuming the court awards a judgement in that amount, the Town could then seek an attachment, lien, or other security for that amount for as long as the nuisance remains, conducting this process twice a year (Town Counsel is fine with this). Tammy questioned how this would work with the three (3) subject properties (would they lien all three properties?). Carina will follow up with town counsel for clarification.

#### **Forest Ridge Road Bonds:**

Termination of the bond(s) is dependent on: a) completion of the finish coat of paving, or, b) mutual written agreement. As it appears there is no plan to get this work done, the Town could either, 1) attempt to call the bond, or, 2) negotiate a payment by the bonded entity (this would be payment by the entity to the Town to do the work, but would be of some benefit to the bonded entity, as calling a bond can have negative impact on contractors and developers), or, 3) rely on RSA 236:13 to do the work, then collect from the entity consistent with the statute (\$10k on-site road repair bond, & \$100k off-site road construction for roads leading into "The Pines").

OJ suggested as a first step they contact the owner. Carina noted that the problem is going to be verifying the *current* owner due to it being in bankruptcy/foreclosure. OJ recommended letting the bond issuer know that this has not been satisfied, and if a claim needs to be made prior to the bond(s) expiration date (end of October) then the town will be filing a claim. A discussion ensued on how to proceed going forward.

#### **Fire Station Structural Analysis:**

Dubois & King performed the structural analysis on September 26<sup>th</sup> (see attached report). The following are the major takeaways: 1) Any future expansion/addition should be structurally isolated from the existing

structure, 2) the existing roof structure cannot support currently prescribed snow loads (nor previously prescribed snow loads) due to missing wood roof truss bracing. Deputy Chief, Ryan Fairbrother & Asst. Fire Chief, Michael Weden will be working with Plymovent to investigate options to address the air quality issues. Once completed, they will compile a report with their findings/suggestions and present it to the Board. The Board discussed using CIP funds to repair/replace missing wood roof truss bracing

### **NEW BUSINESS:**

#### **Timber Cut Yield Tax – Loon Landing LLC:**

The Board signed the Yield Tax for timber cutting in the amount of \$177.03.

#### **Health Trust Member Group's Renewal Rate Package:**

The town received its 2024/2025 guaranteed maximum rates (GMR) for both employee's medical and dental benefits: Dental: 4.7% and Medical 14.6% (these GMR's are the maximum increases and will be revisited in the spring of 2024). Carina explained that Health Trust offers a variety of plans and suggested they explore the other various medical tiers offered to municipalities that may involve a range of deductibles, and programs that may be offered to employee spouses and family members.

#### **Water and Sewer Tap Fund Balances:**

OJ asked Carina to forward the Board the current water, sewer and bedroom impact fee fund balances along with what expenditures have/will be coming out of accounts this calendar year. Jack asked if a portion of the water tank project money will be coming out of these funds (in addition to the grant money). OJ questioned if the grant money was in the water tap fund or in a separate account? Carina explained that the way the NBRC (Northern Borders Regional Commission) grant works is that the town must expend \$500k first before they release the \$500k grant funding to the town. Carina noted that the town opened up a new account at Union Bank for the bond proceeds because the current accounts at Union Bank (water, sewer & bedroom impact fees) should not be intermingled with the bond proceeds.

### **OLD BUSINESS:**

#### **New Police Department Bid Opening:**

Carina reminded the Board that the bid opening is scheduled for Monday, October 16<sup>th</sup> at 2:00pm.

#### **Public Participation:**

Resident Janice Osgood expressed concerns with the growing homeless population in Lincoln, and noticed one particular woman who has been seen walking all over town with backpacks and bags and apparently declining any help offered from the community. Ms. Osgood's concerns are that these homeless people will invite their "friends" to join them in Lincoln, and questioned if there is a town ordinance against overnight camping within public property in town. Ms. Osgood further commented that if there is no such ordinance, she would like to propose that the town form a subcommittee to look into this as she foresees a problem coming to Lincoln, and asked the Selectmen to be proactive in preventing tent cities from turning up in town. Tammy cited **NH RSA 249:54** – *"No person shall pitch a tent or place or erect any other camping device or sleep on the ground within the public right-of-way or on public property unless permission is received from the governing board of the governmental authority having jurisdiction over such public right-of-way or property."*

Carina acknowledged that Lincoln definitely has a growing homeless population (as seen through the Town Welfare Office) with a mix of individuals who want help and others who do not. Oftentimes the Police Department is called when people are seen sleeping in various public places in town, and most of them (not all) pack up their belongings and move on.

Jack explained that he had attended the Maine State Housing Conference the previous week, and he and other attendees had the opportunity to tour a “tent city” in the Portland area and was quite surprised at how many homeless encampments there were. Jack further explained that he sits on a Board called Housing Ministries of New England that offers loans and grants for the construction of affordable housing for veterans, homeless, elderly and disabled, and noted that every town has issues with homeless people.

Wayne Baltzer updated the Board on the Trending Times newsletter that he discussed during the September 11<sup>th</sup> meeting, and noted that the new owner has done a terrific job at increased advertising within local communities.

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#### **VI. NON-PUBLIC Session Pursuant to RSA 91-A:3:(III) (c) Personnel**

**MOTION: “To go into Non-public session pursuant to RSA 91-A:3 (III) (c)”**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**All in favor**

The BOS went into Non-public session at 6:50 p.m.

**MOTION: “To re-enter public session.”**

**Motion: Tamra Ham**

**Second: Jack Daly**

**All in favor.**

The Board reconvened public session at 7:24 p.m.

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#### **IX. ADJOURNMENT**

After review of the weekly payables and with no further business to attend to, the Board made the following motion:

**MOTION: “To adjourn.”**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**Motion carries.**

The meeting adjourned at 7:25 p.m.

  
Respectfully Submitted,  
Jane Leslie

Approval Date: October 23, 2023

**Lincoln Board of Selectmen:**

  
Chairman O.J. Robinson

  
Tamra Ham

  
Jack Daly



**October 10, 2023**  
**Board of Selectmen's Meeting**  
**Please PRINT Legibly**

WAYNE BALTZER

Mary Pieroni

Michael Tanocci

Janice L Osgood

Debbie Celind

Jim Welsh







(603) 745-2468

Woodstock, New Hampshire

**Proposed Purchase and Sales Agreement**

**18 Arthur Salem Way (Lot #2 )**

**Lincoln Industrial Park**

**Presented by Kurt O'Connell—Owner**

**October 10, 2023**

*Pictured home built by O'Connell Builders, LLC on Bunker Lane, Lincoln*



(603) 745-2468

Woodstock, New Hampshire

October 13, 2023

Town of Lincoln  
PO Box 39  
Lincoln, NH 03251

Dear Board of Selectmen:

I hope this letter finds you well. I am writing to express my sincere enthusiasm and desire to purchase a building site in the Town of Lincoln's Industrial Park. As the owner of O'Connell Builders, LLC., I am committed to bringing quality, innovation, and community investment to this area, and I believe that this partnership would be mutually beneficial.

O'Connell Builders is not just a company; it's a legacy that spans over 30 years in the Lakes Region and White Mountains of New Hampshire. Our reputation for excellence is the result of unwavering dedication to quality, skilled labor, and exceptional customer service. We are more than just a residential builder; we are a committed member of this community, and we're eager to contribute to its growth.

Our team consists of five dedicated employees, but our reach extends far beyond that. We collaborate with a network of local trade contractors, including electricians, plumbers, painters, and more, depending on the complexity of our projects. By choosing to work with local talent, we are investing in our community's prosperity and creating jobs for the people we call neighbors and friends.

Our plans for the building site at Lincoln's Industrial Park are as ambitious as they are exciting. We intend to construct a 30 ft by 60 ft building that will serve as a central gathering place for our staff. This facility will be essential for the efficient storage of materials, equipment, and tools, enabling us to work more effectively. Additionally, we will establish a woodworking shop on-site to build custom cabinets and pre-fabricate various building components, contributing to the growth of our local economy.

Incorporating a small office into the facility will streamline our operations, making it easier for us to engage with our clients and community partners. The central location within Lincoln's Industrial Park offers excellent connectivity and accessibility, making it the perfect place to serve both our clients and the local economy.

By keeping local contractors local, we're not only ensuring quality workmanship but also supporting the livelihoods of our fellow townspeople. Investing in Lincoln's Industrial Park is not just a business move; it's a commitment to the growth and prosperity of our beloved town.

I am excited about the opportunity to be part of the Town of Lincoln's vibrant community and contribute to its continued development. I kindly request your consideration of my proposal to purchase a building site within the Industrial Park, and I am eager to discuss the details further.

Thank you for your time and attention. I look forward to the possibility of forging a partnership that will benefit us all.

Sincerely,

Kurt O'Connell  
Owner, O'Connell Builders, LLC.

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



\_\_\_\_\_  
("EFFECTIVE DATE")  
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. **THIS AGREEMENT** made this 5th day of October, 2023, between  
Town of Lincoln

\_\_\_\_\_  
("SELLER") of PO Box 39  
City/Town Lincoln, State NH, Zip 03251  
and Kurt O'Connell

\_\_\_\_\_  
("BUYER") of 6 East Side Rd  
City/Town Woodstock, State NH, Zip 03262

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
of Lincoln located at Lot 2 Arthur Salem Way, Tax Map 109, Lot 18  
Lot  
NH, 03251

County Grafton Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ ("PROPERTY").

3. The **SELLING PRICE** is sixty-eight thousand two hundred Dollars \$68,200  
A DEPOSIT in the form of personal check is to be held in an escrow account by  
Coldwell Banker Lifestyles ("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 \$1,000  
BUYER agrees that an additional deposit of earnest money in the amount of \$4,000 will be delivered on or before  
Within 3 days of the Effective Date. If BUYER fails to deliver the initial or additional deposit in compliance with the above  
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's  
or trust account check, in the amount of \$63,200.

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 12/15/2023 at The office of the Buyer's attorney  
or some other place of mutual consent as agreed to in writing

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of  
all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the  
same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be  
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within  
8 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:

Thomas Tremblay of Coldwell Banker Lifestyles

is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent\*

N/A of  
is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent\*

\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual  
Agency Informed Consent Agreement.

☐ **NOTICE OF DESIGNATED AGENCY:** If checked, notice is hereby given that BUYER is represented by a  
designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and  
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,  
on transfer of title, 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  
\$N/A.

SELLER(S) INITIALS            /            BUYER(S) INITIALS            /

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9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures LAND ONLY

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

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

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

**LEAD:** Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☐ YES ☒ NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES**

BY INITIALING HERE: \_\_\_\_\_

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

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13, or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_



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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

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

HERE: \_\_\_\_\_

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:58	<input type="checkbox"/>	<input type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input 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 15 days from the effective date of the Agreement falling which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

**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 \$150,000      TERM/YEARS 20      RATE CURRENT      MORTGAGE TYPE FIXED OR ADJUSTABLE

Buyer is seeking a construction loan to apply to the land purchase and construction of a building on the land

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

SELLER(S) INITIALS \_\_\_\_\_

BUYER(S) INITIALS \_\_\_\_\_

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

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

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

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 15 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 12/01/2023 ("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.

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller                      Buyer                     

SELLER(S) INITIALS                      /                      BUYER(S) INITIALS                      /

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



**19. ADDITIONAL PROVISIONS:**

1. This offer is subject to the Seller verifying the four corner pins of the subject lot.
2. Buyer to pay the full NH Real Estate Transfer Tax and the cost of Deed Preparation
3. The Town of Lincoln agrees to grant Buyer a recorded right of first refusal for Lot #4, Tax Map 109, Lot 19
4. The Buyer's offered Purchase Price includes a 6% commission payable to Coldwell Banker Lifestyles at the time of the Transfer of Title.
5. Offer is subject to an appraisal conducted by, and at the expense of, the Town of Lincoln with results satisfactory to the Town. If the price is acceptable to the Town and the Buyer is duly notified, this contingency shall be satisfied. If the appraisal is not acceptable to the town, meaning the appraisal is in excess of the price offered in the Agreement, the Buyer will have the right of first refusal to accept the appraised value or terminate and otherwise withdraw this offer and receive a full refund of any deposited funds.

**20. ADDENDA ATTACHED:** ☐ Yes ☒ No

**21. CHOICE OF LAW AND VENUE:** The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

**22. EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

**PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.**

*Kurt O'Connell*  
BUYER DATE/TIME

6 East Side Rd  
MAILING ADDRESS

Woodstock, NH 03262

CITY STATE ZIP

BUYER DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

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

SELLER DATE/TIME

PO Box 39  
MAILING ADDRESS

Lincoln, NH 03251

CITY STATE ZIP

SELLER DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

383.97'

23.99'

220'

2

Tax Map 109, Lot 18  
to be purchased by  
O'Connell

8

0.47 Ac

94.03'

123.76'

160.9'

4

103.61'

19

0.36 Ac

102.53'

ARTHUR

95'

29.53'

Tax Map 109, Lot  
19...O'Connell to have a  
recorded right of first  
refusal

145.95'

6

20

0.37 Ac

118.24'

WAY R

117





**Property Card: ARTHUR SALEM WAY LOT #2**  
Town of Lincoln, NH

Parcel Information	
<b>Parcel ID:</b> 109-018000-00-00000 <b>Vision ID:</b> 3761 <b>Owner:</b> LINCOLN, TOWN OF <b>Co-Owner:</b> <b>Mailing Address:</b> PO BOX 25  LINCOLN, NH 03251-0025	<b>Map:</b> 109 <b>Lot:</b> 018 <b>Use Description:</b> Town - Vac <b>Zone:</b> GU <b>Land Area in Acres:</b> 0.47
Sale History	Assessed Value
<b>Book/Page:</b> 0 / 0 <b>Sale Date:</b> 6/1/2011 <b>Sale Price:</b> \$0	<b>Land:</b> \$64,000 <b>Buildings:</b> \$0 <b>Extra Bldg Features:</b> \$0 <b>Outbuildings:</b> \$0 <b>Total:</b> \$64,000

Building Details: Building # 1		
NO PHOTO AVAILABLE	<b>Model:</b> Vacant	<b>Int Wall Desc 1:</b>
	<b>Living Area:</b>	<b>Int Wall Desc 2:</b>
	<b>Appr. Year Built:</b> 0	<b>Ext Wall Desc 1:</b>
	<b>Style:</b>	<b>Ext Wall Desc 2:</b>
	<b>Stories:</b>	<b>Roof Cover:</b>
	<b>Occupancy:</b>	<b>Roof Structure:</b>
	<b>No. Total Rooms:</b>	<b>Heat Type:</b>
	<b>No. Bedrooms:</b>	<b>Heat Fuel:</b>
	<b>No. Baths:</b>	<b>A/C Type:</b>
	<b>No. Half Baths:</b>	



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



**Property Card: ARTHUR SALEM WAY LOT #4**  
Town of Lincoln, NH

Parcel Information	
<b>Parcel ID:</b> 109-019000-00-00000 <b>Vision ID:</b> 3763 <b>Owner:</b> LINCOLN TOWN OF <b>Co-Owner:</b> <b>Mailing Address:</b> PO BOX 25  LINCOLN, NH 03251-0025	<b>Map:</b> 109 <b>Lot:</b> 019 <b>Use Description:</b> Town - Vac <b>Zone:</b> SB <b>Land Area in Acres:</b> 0.36
Sale History	Assessed Value
<b>Book/Page:</b> 0 / 0 <b>Sale Date:</b> 6/1/2011 <b>Sale Price:</b> \$0	<b>Land:</b> \$60,800 <b>Buildings:</b> \$0 <b>Extra Bldg Features:</b> \$0 <b>Outbuildings:</b> \$0 <b>Total:</b> \$60,800

Building Details: Building # 1		
NO PHOTO AVAILABLE	<b>Model:</b> Vacant	<b>Int Wall Desc 1:</b>
	<b>Living Area:</b>	<b>Int Wall Desc 2:</b>
	<b>Appr. Year Built:</b> 0	<b>Ext Wall Desc 1:</b>
	<b>Style:</b>	<b>Ext Wall Desc 2:</b>
	<b>Stories:</b>	<b>Roof Cover:</b>
	<b>Occupancy:</b>	<b>Roof Structure:</b>
	<b>No. Total Rooms:</b>	<b>Heat Type:</b>
	<b>No. Bedrooms:</b>	<b>Heat Fuel:</b>
	<b>No. Baths:</b>	<b>A/C Type:</b>
	<b>No. Half Baths:</b>	

**Kurt O'Connell to have Right of First Refusal on this Lot**



www.cai-tech.com

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TOWN OF LINCOLN  
148 MAIN STREET  
PO BOX 39  
LINCOLN, NH 03251  
(603) 603-8971

JONATHON LYNCH  
LOON LANDING LLC  
14 MONTALCINO WAY  
SALEM NH 03079

**YIELD TAX ON TIMBER CUT**

Account & Serial #:

Tax Map & Lot #: **132/36,37,39,50,51,52**

Operation #: **22-259-01T**

Date of Billing: **October 10, 2023**

Subtotal of Taxes Due: **\$177.03**

**Less** bond or amount previously paid, if applicable:

Amount Committed to me for Collection Per RSA 79: **\$177.03**

**18% APR interest will be charged on unpaid taxes after: November 9, 2023**

**APPEAL:** An owner may, within 90 days of Notice of Tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 79:10 and 11. (RSA 79:8)

**TAX COLLECTOR OFFICE HOURS:**

*TUESDAY & THURSDAY 8AM-4PM*

Sincerely,

**KRISTENE KLEPSE**  
Tax Collector

