

Dartmouth College

*Rennie Farm
Value Assurance
Program*

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Overview

- Dartmouth College (“the College”) has established a Value Assurance Program (“VAP”) to protect the value of Eligible Properties located in the Rennie Farm neighborhood.
- The VAP is available to the owners of record as of 2/3/2017 (who meet the criteria described on page 4 under “Eligibility”) of the Eligible Properties (see list on page 16). If you are unable to determine if you or your property is eligible, you can contact the Facilitator. Contact information is on page 14 of this booklet.
- For owners of Eligible Property, if you sell your Eligible Property between 2/3/2017 and 2/3/2022 (the “Program Term”) and after Reasonable Efforts believe you can satisfy the conditions set forth below demonstrating you do not receive Market Value for your property, the VAP will compensate you for the difference between Market Value and sale price. You may also be eligible for reimbursement of some of the real estate agent’s commission you paid as part of the closing.
- This booklet explains the VAP, including Eligibility requirements, how to submit your application, and other important terms of the programs.
- The VAP is completely voluntary.

This booklet is for informational purposes only and is not a contract or offer to enter into a contract.

Eligibility

Eligible Properties are included on the list of Eligible Properties on page 16 of this booklet.

To be eligible,

- You must be an owner of record of an Eligible Property as of 2/3/2017;
- You must not be in bankruptcy;
- You must allow all sampling and/or remediation activities to be undertaken on your property under New Hampshire Department of Environmental Services (“NHDES”)-approved work plans;
- You must list your Eligible Property with an Approved Real Estate Agent (see page 13);
- You must make Reasonable Efforts (defined on page 6) to obtain the maximum price for your Eligible Property;
- You must notify the Facilitator prior to accepting an offer on your property (see page 18);
- The sale of your Eligible Property must be arm’s-length, occur during the Program Term, and include a full transfer of title at the time of closing (e.g., installment contracts or bond-for-title arrangements are not eligible);
- You must satisfy all outstanding property liens at or prior to closing. The College will not be responsible for satisfying any pre-existing lien against your property; and
- You must sign and submit the Offer Form, Application, and Release Form to the Facilitator following the procedures detailed in this booklet (see page 7, “Program Participation”).

If your Eligible Property is actively listed for sale or under contract as of 2/3/2017, you must contact the Facilitator via phone or email by 2/15/2017 in order to preserve your Eligibility (see Contact Information on page 14). You must meet all program requirements from this date forward, including submitting the Offer Form prior to accepting a written offer on your property (see page 18) if you have not already done so. The Facilitator will contact your real estate agent, explain the VAP, and add him or her to the list of Approved Real Estate Agents if he or she agrees to the requirements of the program.

This Program applies only to current property owners. Anyone to whom you sell your property is not eligible to receive VAP benefits should they later sell the same property. If you wish to change your ownership structure for tax or estate planning (e.g., transferring to your heirs, adding or removing an owner, placing property in trust, etc.) during the Program Term, you must contact the Facilitator in order to preserve VAP eligibility. If the owner of an Eligible Property passes away during the Program Term, eligibility will transfer to his or her heirs for the remainder of the Program Term assuming all Eligibility criteria and program requirements are met and notification of the ownership change is provided to the Facilitator.

Market Value

Market Value is what your Eligible Property is worth under its current land use at the time of sale, absent the influence of any real or perceived environmental issues within the Defined Program Area (see map on page 15). To determine the Market Value of your property:

- The Approved Real Estate Appraisers will utilize standard real estate appraisal methodologies that are appropriate for single family residential property as required by the Uniform Standards of Professional Appraisal Practice.
- The accepted methodologies fall under one of three approaches to value – the sales comparison approach, the cost approach, and the income approach:
 - The sales comparison approach derives value by comparing recent sales of similar properties to the subject property and then making market-based adjustments to the sale prices of the similar properties in order to arrive at an estimated value of the subject property.
 - The cost approach involves estimating the value of the property using the current construction costs if the home were to be built today and then subtracting a portion of the value for age and other depreciation factors of the home.
 - The income approach is used for income-producing properties and requires estimating the relevant future cash flows using an appropriate interest rate.
- The sales comparison approach is typically the most relevant in valuing single family residential properties.
- For appraisals submitted to the VAP, the comparable properties used in the sales comparison approach must be located outside the Defined Program Area (see map on page 15).

Reasonable Efforts

In order to receive benefits from the VAP, you must make Reasonable Efforts to sell your Eligible Property for its maximum value. Reasonable Efforts include:

1. You must list the property with an Approved Real Estate Agent. These agents are fully licensed to sell residential property, are familiar with your area, and have agreed to assist property owners participating in the VAP. An Approved Real Estate Agent who is also the owner of an Eligible Property may list his or her own property but must meet all Eligibility criteria and program requirements as with any other Eligible Property.
2. Your Approved Real Estate Agent must list your property through the local Multiple Listing Service.
3. You must make diligent efforts to comply with the reasonable suggestions of your Approved Real Estate Agent, including listing the property through the Multiple Listing Service at the appropriate price, making reasonable improvements to your property not to exceed 3% of list price, advertising your property, and showing your property.
4. The transaction must be arm's-length. If your property is foreclosed upon, you are not eligible to participate in the VAP.

Program Participation

If you decide to sell your property between 2/3/2017 and 2/3/2022, and you want to be eligible for VAP benefits, you must meet all the Eligibility requirements and follow all procedures in this booklet.

Step 1 – Deciding to Sell Your Property

1. If you would like to sell your property, contact one of the Approved Real Estate Agents (see page 13). The Approved Real Estate Agents are licensed, experienced, familiar with the local real estate market, and have attended VAP training.
2. You may choose any of the Approved Real Estate Agents on the list, but you must use one of these agents to professionally list and market your property in order to be eligible for the VAP.
3. In order to maintain Eligibility for the VAP, you must follow the Approved Real Estate Agent's suggestions and make Reasonable Efforts to sell your property for Market Value as described above.

Step 2 – Receiving a Written Offer

By using an Approved Real Estate Agent and making Reasonable Efforts to sell your property, you may receive more than one offer to purchase your property. You do not have to accept the first offer that you receive. However, when you receive a written offer on your property that you would like to accept, you must follow these procedures to be eligible for VAP benefits.

As part of participation in the VAP, you agree to allow the College the right of first refusal on your property. This simply means that when you receive a written offer that you would like to accept, the College will be notified and can buy your property at the offer price before you sell it to anyone else. The following steps outline the procedures to follow when you receive a written offer on your property that you would like to accept:

1. You or your Approved Real Estate Agent must fill out and email the Offer Form to the Facilitator, along with a copy of the written offer that you would like to accept, as signed by the potential buyer, and a copy of the Multiple Listing Service listing report. The Offer Form is provided at the end of this booklet (page 18). The written offer must include the following provisions:
 - 1) Acknowledgement that the property is part of the Rennie Farm Value Assurance Program;
 - 2) Acknowledgement that the College will have a five (5) business day right of first refusal period prior to the seller being able to accept the offer, and
 - 3) Agreement by the purchaser to allow access for an Approved Real Estate Appraiser after closing to perform the Market Value appraisal required by the VAP.

2. Upon receipt of your Offer Form and acceptable written offer, the Facilitator will have five (5) business days (excluding weekends and federal holidays) to notify you if the College would like to purchase your property. The right of first refusal period will begin at 8:00 am eastern following the receipt of the Offer Form and required documentation (i.e., written offer that includes required provisions and the Multiple Listing Service listing report).
3. If the College chooses to purchase your property, it will pay you the offer price (from the written offer you submitted to the VAP). The Facilitator will notify you of the College's decision to purchase your property so that you may notify the other party that you are not going to accept their offer. The College or its representative will contact your Approved Real Estate Agent in order to arrange the closing. Even if the College purchases your property, you are still eligible to submit an application to the VAP after closing (see Step 3 – After Closing).
4. If the College chooses not to purchase your property, the notification you receive will indicate that decision. You may then accept the written offer from the potential buyer and proceed with selling your property. You may not change the agreed upon sale price (from the written offer presented at the time of the right of first refusal decision) without prior written consent from the Facilitator.
5. You should communicate with potential buyers that, in addition to the College's right of first refusal, the executed sales contract must contain a written provision allowing an Approved Real Estate Appraiser access to the property after closing for purposes of performing the Market Value appraisal for the VAP.

Step 3 – After Closing

1. You or your Approved Real Estate Agent must fill out and email to the Facilitator the VAP Application included in this booklet (page 20), a copy of the executed sales contract, the closing statement provided to you by the closing attorney, and the recorded deed of sale. These documents must show the date of sale and sale price you received for your property. All of the information required in the VAP Application, including your Social Security number, must be provided in order for your VAP Application to be processed. You must submit the VAP Application and the other necessary documents to the Facilitator via email within thirty (30) calendar days of closing of the sale of the eligible property. Your Approved Real Estate Agent can assist you with this process.
2. Upon receipt of your VAP Application, the Facilitator will establish the Market Value of your property at the time of sale, as follows:
 - The Facilitator has identified experienced state-certified appraisers that specialize in appraising residential properties to serve as Approved Real Estate Appraisers (see page 13).
 - The Approved Real Estate Appraisers are not employees of the College, the Facilitator, or the Facilitator's firm.
 - The Approved Real Estate Appraisers have experience in the communities in and around the local real estate market.

- The Facilitator will rotate through the list of Approved Real Estate Appraisers as each eligible VAP Application is received. If the appraiser who performed the appraisal for buyer financing is next in the rotation for the Market Value appraisal assignment for the same property, he or she must excuse himself from that assignment and will be kept at the top of the rotation for the next available assignment. Requests by property owners for a specific appraiser or requests by appraisers to appraise a specific property will not be accepted.
- Each Approved Real Estate Appraiser that assists in the VAP has attended a VAP training session conducted by the Facilitator to be educated about the VAP and its procedures.
- An interested real estate appraiser who contacts the Facilitator, meets all of the above requirements regarding licensure, experience, and familiarity with the area, attends a VAP training session, and is approved by the Facilitator will be added to the list of Approved Real Estate Appraisers upon request.
- The Approved Real Estate Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice and will prepare the appraisals objectively, absent any influence from the property owner, the College, or the Facilitator.
- If you do not challenge this initial value determination (as provided for in paragraph 3 of Step 4, below) then the Market Value will be the value determined by the Approved Real Estate Appraiser.
- The cost of the appraisal will be paid by the College.

Step 4 – Determination of VAP Benefits

1. The determination of how much you will receive in VAP monetary benefits is the difference between the sale price from the accepted written offer (before any adjustments made at closing) and the Market Value of your property as determined by the procedures outlined in this booklet. Also, as additional VAP benefits, if your property sold for 95% or greater of Market Value, you will receive compensation for the real estate commission you paid (up to a maximum of 6% of the sale price):

Comparison of Sale Price and Market Value	VAP Benefits Paid
Sale Price less than 95% of Market Value	Market Value less Sale Price
Sale Price greater than or equal to 95% but less than 100% of Market Value	Market Value less Sale Price, plus up to 6% of sale price for agents' commission paid
Sale Price greater than or equal to 100% of Market Value	Up to 6% of sale price for agents' commission paid

2. After your VAP benefit has been determined, the Facilitator will send you a letter (“VAP Response Letter”) detailing the payment for which you are eligible and including a Release Form (an example of which is provided on page 22) that must be signed and mailed to the Facilitator prior to receiving your VAP benefits. A check will be mailed to you within forty-five (45) calendar days of the receipt of your signed Release Form.

3. If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property on the date you sold it, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you or your Approved Real Estate Agent must:
 - Notify the Facilitator of your intent to challenge via email to be received within ten (10) calendar days of the date of the VAP Response Letter.
 - Submit to the Facilitator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers (see page 13). The appraisal must be emailed from the appraiser to the Facilitator and be received by the Facilitator within thirty (30) calendar days from the date of the VAP Response Letter you originally received. The appraisal must meet all requirements described in this booklet, including having the date of value as of the date you sold your property, complying with the Uniform Standards of Professional Appraisal Practice, and using comparable properties from outside the Defined Program Area (see map on page 15).
 - The Approved Real Estate Appraiser you select must be different than the one who performed the initial appraisal.
 - The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value, regardless of which appraisal was higher. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different Approved Real Estate Appraiser will be ordered by the Facilitator at the College's expense. The two closest values (from the three appraisals) will then be averaged to determine final Market Value.
 - An illustration of this process is provided on page 18.
4. Once a final determination of Market Value is made, you will be compensated for your VAP benefits according to the guidelines above. The Facilitator will send you a letter stating the final determination of Market Value and including a Release Form that must be signed and mailed to the Facilitator prior to receiving your VAP benefits. A check will be mailed to you within forty-five (45) calendar days of the receipt of your signed Release Form.

Extension of Time

The time frames referred to in Step 3, paragraph 1 (submission of VAP Application) and Step 4, paragraph 3 (submission of appraisal for Market Value challenge) may be extended at the discretion of the Facilitator for good cause shown. If you anticipate not being able to meet one of these deadlines, you or your Approved Real Estate Agent must contact the Facilitator via email prior to the expiration of the deadline.

If You Are Unable to Sell Your Property

The VAP is designed to help maintain property values and also to make sure you are compensated in the event you decide to sell your property during the Program Term and the sale price you receive is less than Market Value. If you are the owner of an Eligible Property, have met all Eligibility criteria and program requirements of the VAP, including Reasonable Efforts,

and have not sold your Eligible Property after listing it for 180 consecutive days, you may follow the steps below to have the College purchase your Eligible Property.

1. You or your Approved Real Estate Agent must fill out and email the Property Purchase Request Form (see page 24) to the Facilitator, along with a copy of the Multiple Listing Service listing report, a copy of every written offer and counter offer made on the property during the 180 day listing period, the Multiple Listing Service history (e.g., price changes), and documentation of any other changes to the listing or to the property itself during the listing period. The Property Purchase Request Form must be received by the Facilitator prior to the end of the Program Term.
2. Upon receipt of your Property Purchase Request Form and required documentation, the Facilitator will order an appraisal of your property from an Approved Real Estate Appraiser to determine the Market Value (see page 5) of your property as of the date of receipt of your Property Purchase Request Form. This process will be the same as that utilized in the VAP (see Step 3, item 2, page 8). The cost of the appraisal will be paid by the College.
3. After your Market Value has been determined, the Facilitator will send you a letter (“Property Purchase Response Letter”) stating the purchase price (i.e., Market Value) at which the College will purchase your property and including a Property Owner Response Form that must be signed and emailed to the Facilitator within ten (10) calendar days of the date of the Property Purchase Response Letter. The Property Owner Response Form indicates your decision, as follows:
 - 1) Intent to sell your property to the College at the purchase price stated in the Property Purchase Response Letter;
 - 2) Intent to challenge the Market Value determination of your property using the procedures described below; or
 - 3) Withdrawal of your request for the College to purchase your property.
4. If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property as of the date of value, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you or your Approved Real Estate Agent must:
 - Notify the Facilitator of your intent to challenge via the Property Owner Response Form as described above.
 - Submit to the Facilitator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers (see page 13). The appraisal must be emailed from the appraiser to the Facilitator and be received by the Facilitator within thirty (30) calendar days from the date of the Property Purchase Response Letter you originally received. The appraisal must meet all requirements described in this booklet, including having the date of value as of the date of receipt of your original Property Purchase Request Form, complying with the Uniform Standards of Professional Appraisal Practice, and using comparable properties from outside the Defined Program Area.

- The Approved Real Estate Appraiser you select must be different than the one who performed the initial appraisal.
 - The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value, regardless of which appraisal was higher. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different Approved Real Estate Appraiser will be ordered by the Facilitator at the College's expense. The two closest values (from the three appraisals) will then be averaged to determine final Market Value.
5. Once a final determination of Market Value is made, the Facilitator will send you a letter ("Final Property Purchase Response Letter") stating the purchase price (i.e., final Market Value) at which the College will purchase your property and including the "Final Property Owner Response Form" that must be signed and emailed to the Facilitator within ten (10) calendar days of the date of the Final Property Purchase Response Letter. The Final Property Owner Response Form indicates your choice of one of the following:
 - 1) Intent to sell your property to the College at the purchase price stated in the Final Property Purchase Response Letter; or
 - 2) Withdrawal of your request for the College to purchase your property.
 6. Upon receipt of your notification of withdrawal of your request to purchase, the Facilitator will confirm receipt of your request in writing. If you continue to meet all Eligibility criteria and program requirements, you will remain eligible for participation in the VAP should you choose to sell your property during the Program Term. You must re-list your property for 180 consecutive days, and follow all program requirements including making Reasonable Efforts to sell your property, before you are eligible to make another purchase request to the College.
 7. Upon receipt of your notification of intent to sell, a representative of the College will contact your Approved Real Estate Agent to arrange signing of the sales contract and to arrange closing. As specified in the sales contract, at closing you will be responsible for the usual and customary expenses of the seller, including title insurance premium, real estate attorney fee, transfer tax, and other individual expenses and prorations as may apply, and the College will be responsible for payment of your Approved Real Estate Agent's commission, equal to 6% of the purchase price. Title must be clear and property must be transferred via warranty deed. At closing, you must also sign the Release Form (an example of which is provided on page 22).

Approved Real Estate Agents

You must use an Approved Real Estate Agent to list and sell your property. The Approved Real Estate Agents are licensed, experienced, familiar with the local real estate market, and have attended training regarding the VAP.

The list of Approved Real Estate Agents is available on the VAP website at www.drm.com/news/dartmouth-rennie-farm-vap, under the heading “Approved Real Estate Agents”. You may also call the Facilitator at (603) 442-4527 and request a copy of the current list of Approved Real Estate Agents.

Approved Real Estate Appraisers

The Approved Real Estate Appraisers are experienced state-certified appraisers that specialize in appraising residential properties and who are familiar with the communities in and around the local real estate market. The Facilitator will use an Approved Real Estate Appraiser to determine the Market Value of your property, as described above. In addition, you must use an Approved Real Estate Appraiser if you choose to challenge the Market Value, subject to the requirements above.

The list of Approved Real Estate Appraisers is available on the VAP website at www.drm.com/news/dartmouth-rennie-farm-vap, under the heading “Approved Real Estate Appraisers”. You may also call the Facilitator at (603) 442-4527 and request a copy of the current list of Approved Real Estate Appraisers.

Please note: If your real estate agent or real estate appraiser is not included on the approved lists, and you want him or her to be considered to be added to the approved lists, please have them contact the Facilitator at the Contact Information provided on page 14 below.

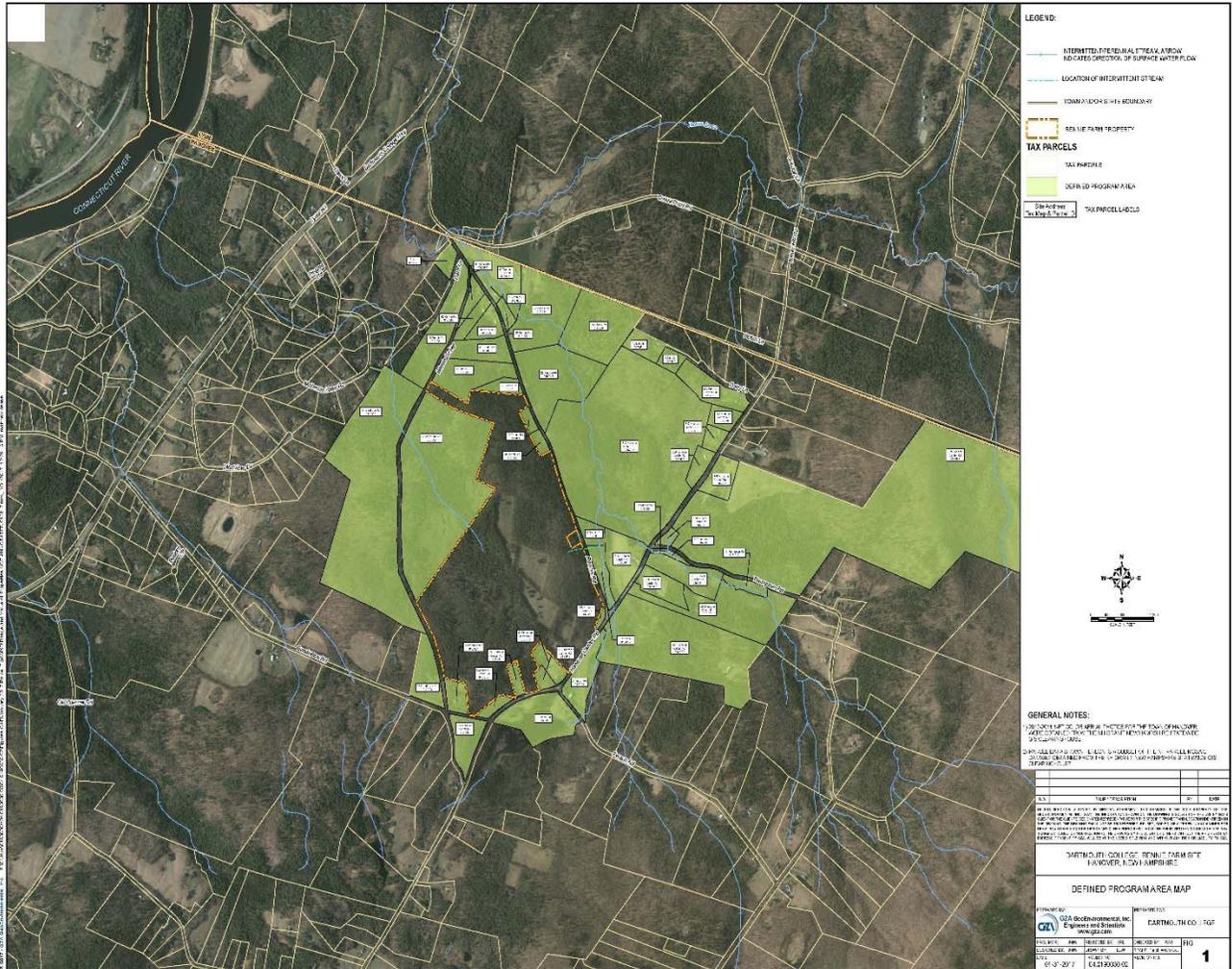
Facilitator Contact Information

If you or your real estate agent, real estate appraiser, broker, or lender have any questions about the VAP, representatives can be reached to explain these programs by leaving a message in the Facilitator voicemail box at (603)442-4527 or by contacting the Facilitator at Facilitator@DRM.com.

The Facilitator or other representatives will respond promptly to your questions via email, telephone, or mail.

A copy of this booklet and additional information may be found on the program website: www.drm.com/news/dartmouth-rennie-farm-vap.

Defined Program Area Map



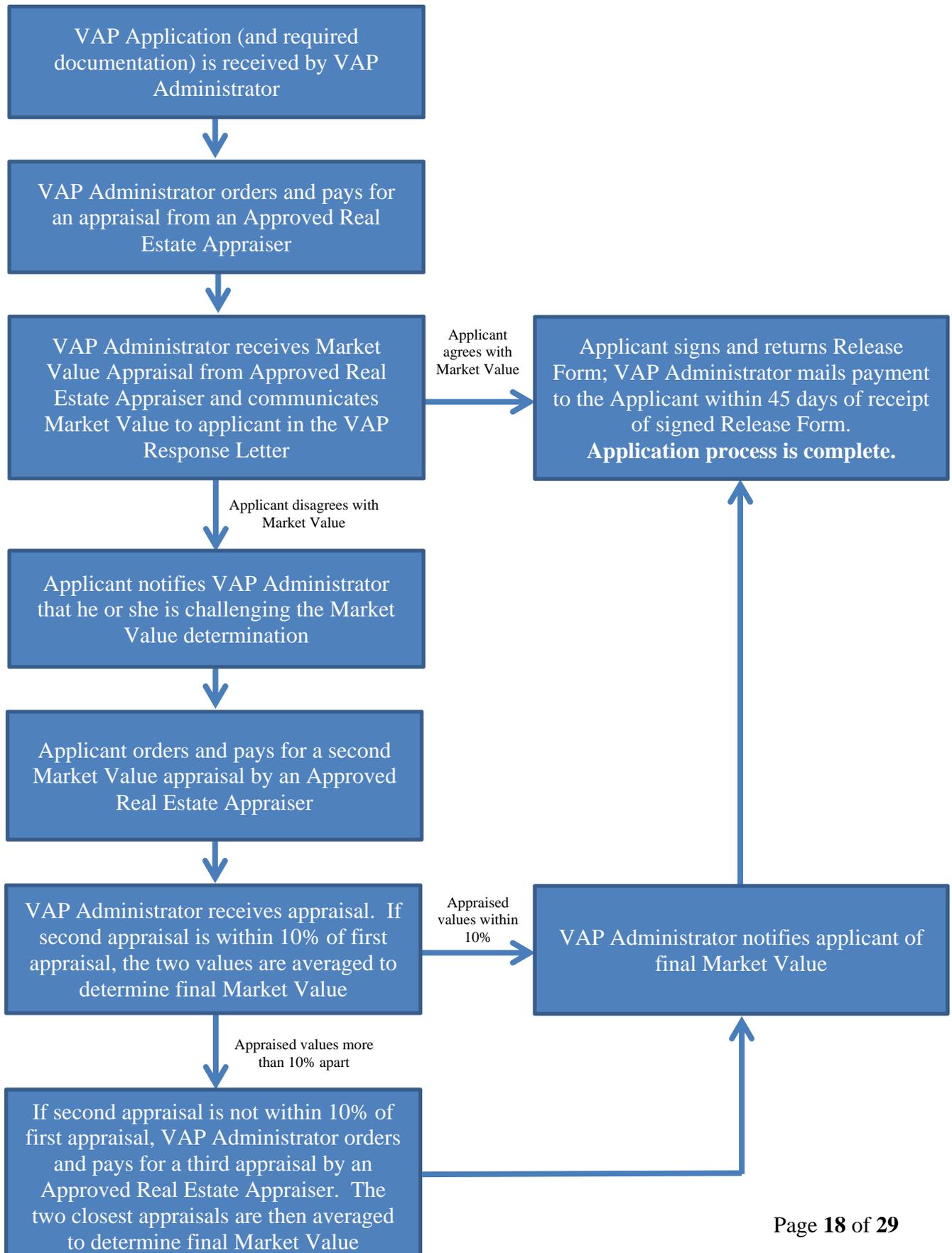
In establishing Market Value, Approved Real Estate Appraisers may only use sales of comparable property located outside the Defined Program Area depicted on the map above.

List of Eligible Properties

8 Dairy 16-27-1
10 Dairy 16-34-1
1 Fern 15-49-1
2 Ferson 13-23-1
3 Ferson 13-79-1
38 Goodfellow 12-223-1
532 Hanover Center 12-33-1
544 Hanover Center 13-10-1
552 Hanover Center 13-11-1
562 Hanover Center 13-12-1
566 Hanover Center 13-13-1
587 Hanover Center 13-22-1
588 Hanover Center 13-15-1
593 Hanover Center 13-71-1
594 Hanover Center 13-19-1
603 Hanover Center 13-20-1
607 Hanover Center 16-11-1
609 Hanover Center 16-8-1
612 Hanover Center 16-7-1
633 Hanover Center 16-37-1
635 Hanover Center 16-5-1
636 Hanover Center 16-6-1
642 Hanover Center 16-4-1
648 Hanover Center 16-28-1
654 Hanover Center 16-19-1
7 Rennie Road 13-17-1
9 Rennie Road 13-81-1
20 Rennie Road 15-42-1
22 Rennie Road 15-41-1
25 Rennie Road 15-48-1
26 Rennie Road 15-51-1
28 Rennie Road 15-40-1
30 Rennie Road 15-50-1
31 Rennie Road 15-39-1
37 Rennie Road 15-34-1
38 Rennie Road 15-38-1
39 Rennie Road 15-37-1
42 Rennie Road 15-67-1
44 Rennie Road 15-68-1
47 Rennie Road 15-36-1
48 Rennie Road 15-31-1
1 Thompson 16-9-1
5 Thompson 16-10-1
15 Thompson 16-17-1
39 Tranquil Brook 15-35-1

1 Wardrobe 12-34-1
24 Wardrobe 12-36-1
25 Wardrobe 12-35-

Market Value Illustration



VAP OFFER FORM

Submit this form (and required documentation)
if you have received a written offer on your
property that you would like to accept

**Dartmouth College Value Assurance Program
OFFER FORM**

I am submitting this application through the Dartmouth College Value Assurance Program. I own an Eligible Property, listed my property with an Approved Real Estate Agent, and have received a written offer to purchase my property, which I would like to accept. The potential buyer has been informed of and agreed to 1) a 5 business day right of first refusal period for Dartmouth College and 2) access for a VAP appraiser post-closing for purposes of the Market Value appraisal.

Your Name: _____ Date: _____

Property Location

Name of Owner(s): _____

Street Address: _____

Parcel ID Number: _____

Offer Details

Buyer's Name: _____ Offer Price: _____

Date of Offer: _____ Proposed Closing Date: _____

Your Contact Information

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Your Real Estate Agent

Agent Name: _____

Agency Name: _____

Phone Number: _____

E-mail Address: _____

Signatures

Your Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

Agent Signature: _____ Date: _____

This Offer Form, a copy of the written offer received on your property that you would like to accept, and a copy of the Multiple Listing Service listing report must be emailed to Facilitator@DRM.com. The Facilitator will respond with Dartmouth College's right of first refusal decision within 5 business days.

VAP APPLICATION

Submit this form (and required documentation)
after you close on your property

**Dartmouth College Value Assurance Program
APPLICATION**

I owned an Eligible Property and sold it following VAP procedures.

Please print all responses unless otherwise noted.

Your Name: _____ Date: _____

Property Location

Name of Owner(s): _____

Street Address: _____

Parcel Identification Number: _____

Your Contact Information

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

E-mail Address: _____

Purchaser Information

Purchaser Name(s): _____

Purchaser Phone Number: _____

Date of Closing: _____ Sale Price: _____

Signatures

Owner (Seller)	Date	Social Security
	Number	

Co-Owner's Signature, if any	Date	Social Security
	Number	

Important Note: The Social Security Number of each owner is required in order to submit required forms to the Internal Revenue Service for any monies that you receive from this program.

Real Estate Agent Signature: _____ Date: _____

This Application plus a copy of the executed purchase agreement, closing statement, and recorded deed must be emailed to Facilitator@DRM.com within 30 calendar days of closing in order for your Application to be processed.

RELEASE FORM

You will receive a copy of the Release Form with the VAP Response Letter detailing the payment for which you are eligible.

Release

Trustees of Dartmouth College
Compensation Program for Rennie Farm

**SEETLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF CLAIMS
FOR DIMINUTION OF PROPERTY VALUE**

This Settlement Agreement and Mutual General Release of Claims for Diminution of Property Value (“Agreement”) is made between the Trustees of Dartmouth College (“Dartmouth”) and _____ (hereinafter “Owner”) owners of property located at _____ (hereinafter the “Subject Property”).

WHEREAS, Dartmouth owns property at 572 Hanover Center Road in Etna, New Hampshire known as Rennie Farm (or “the Site”);

WHEREAS Dartmouth disposed of certain wastes at Rennie Farm pursuant to state and federal licenses and has recently undertaken an investigation and remediation of the Site under the direction of the State of New Hampshire;

WHEREAS property owners in proximity to the Site have expressed concerns about diminution in their property value associated with the Site; and

WHEREAS Dartmouth and Owner desire to resolve any and all potential diminution claims Owner may have against Dartmouth arising from the Site and relating to the Subject Property, Dartmouth and Owner (hereinafter “Parties”) have entered into this Agreement.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties as follows:

1. For and in consideration of the value paid by Dartmouth pursuant to the terms of the Dartmouth College Rennie Farm Value Assurance Program and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner of the Subject Property, including its successors and assigns, hereby waives, acquits and forever discharges Dartmouth and, without limitation, its predecessors and successors, parents,

subsidiaries, divisions, and affiliates, and all of each such entity's officers, directors, shareholders, employees, insurers, agents, consultants, attorneys or assigns, in their individual and representative capacities, from any and all claims, demands, actions, causes of action, suits, damages, liabilities, losses, claims, expenses, attorneys' fees and demands whatsoever, in law or in equity, arising in tort, contract or otherwise, whether known or unknown, asserted or un-asserted, or any other past or future claim, whether known or unknown and whether or not asserted to the date of execution of this Agreement related to diminution in value of the Subject Property. All such claims are forever barred by this Agreement regardless of the forum or form in which such claims might be brought.

2. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements, promises, representations or inducements, no matter its or their form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by the Parties shall be binding unless reduced to writing and signed by authorized representatives of the Parties.
3. Owner acknowledges they have had a full and free opportunity, with the advice of counsel if they choose, to investigate and examine the facts related to the Site and do hereby enter into this Agreement fully informed, of their own free will and without any limitation on their ability to understand the circumstances giving rise to this Agreement.

Any evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible in any litigation by any person.

4. This Agreement may only be modified by a writing signed by the Parties to this Agreement.
5. This Agreement can be executed in counterparts. Facsimile or pdf copies of signatures, including those delivered via email, shall be given the full force and effect of the originals.
6. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives.

TRUSTEES OF DARTMOUTH COLLEGE

By: _____
Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, a corporation created by royal charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Justice of the Peace/Notary Public
My Commission Expire _____

Date: _____

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me by_____.

Justice of the Peace/Notary Public
My Commission Expire _____

PROPERTY PURCHASE REQUEST FORM

Submit this form (and required documentation) if your property has been listed consecutively for 180 days, you have met all VAP Eligibility criteria and program requirements and have not sold your property, and you request the College to purchase your Eligible Property

**Dartmouth College Value Assurance Program
PROPERTY PURCHASE REQUEST FORM**

I own an Eligible Property and listed it for 180 consecutive days following VAP procedures. I have not sold my property and I request that Dartmouth College purchase my Eligible Property as outlined in the VAP Booklet.

Please print all responses unless otherwise noted.

Your Name: _____ Date: _____

Property Location

Name of Owner(s): _____

Street Address: _____

Parcel Identification Number: _____

Your Contact Information

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

E-mail Address: _____

Your Real Estate Agent

Agent Name: _____

Agency Name: _____

Phone Number: _____

Email Address: _____

Signatures

Owner (Seller)	Number	Date	Social Security
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Co-Owner's Signature, if any	Number	Date	Social Security
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Important Note: The Social Security Number of each owner is required in order to submit required forms to the Internal Revenue Service for any monies that you receive from this program.

Real Estate Agent Signature: _____ Date: _____