



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
November 16, 2020

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 0.21 +/- acre parcel and a 0.28 +/- acre parcel of vacant lands located at 52 and 54 Baldwin Street, respectively, in the City of Nashua. The sale would be to Timothy Sullivan and John Harrison Partners for \$220,000.00 plus an \$2,200.00 Administrative Fee (\$1,100.00 per parcel), effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate KW Commercial from the proceeds of the subject sale in the amount of \$13,200.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

It has been determined by the Department's Bureau of Finance and Contracts that this parcel was originally purchased with 100% Federal Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2021</u>
Administrative Fees	\$2,200.00
04-096-096-963515-3054-401771	<u>FY 2021</u>
Consolidated Federal Aid	\$206,800.00
(100% of \$206,800.00)	
(Estimated amount, actual will be based on Closing Statement)	

EXPLANATION

The Department wishes to dispose of two vacant parcels of state-owned land located at 52 and 54 Baldwin Street in the City of Nashua. These parcels were acquired in 1999 for the construction of the Broad Street Parkway through this area.

Pursuant to RSA 4:39-c this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests.

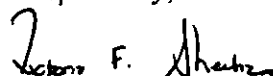
At the June 25, 2019 meeting of the Long Range Capital Planning and Utilization Committee, the requests (LRCP 19-014 and 19-015) were approved and allowed the Department to enter into listing agreements with KW Commercial Real Estate to sell the above mentioned properties for \$100,000.00 each and assess an \$1,100.00 Administrative Fee per parcel. This approval authorizes the Department to compensate KW Commercial Real Estate a 6% commission for the sale of these properties.

KW Commercial marketed the subject property and brought all offers to the Department for consideration. On November 16, 2020 the Department entered into a Purchase and Sale Agreement with Timothy Sullivan and John Harrison for \$220,000.00 plus a \$2,200.00 Administrative Fee.

Pursuant to RSA 4:39-c the Department has offered the property to the City of Nashua, and the City declined. Pursuant to RSA 204-D:2 the Department also offered the parcel to the New Hampshire Housing Finance Authority, who also declined the offer.

The Department respectfully requests authorization to sell these parcels and compensate the realtor as noted above.

Respectfully,



Victoria F Sheehan
Commissioner

VFS/DAD
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, June 25, 2019 at 10:30 a.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes of the March 6, 2019 meeting**
- (2) **Old Business:**
- (3) **New Business:**

RSA 4:39-c Disposal of Highway or Turnpike Funded Real Estate:

~~LRCP 19-014 Department of Transportation~~ – request authorization to enter into a listing agreement for a term of one (1) year with KW Commercial for the sale of a 0.21 +/- acre parcel of State owned land located on ~~52 Baldwin Street in the Town of Nashua~~ for \$100,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 7, 2019

~~LRCP 19-015 Department of Transportation~~ – request authorization to enter into a listing agreement for a term of one (1) year with KW Commercial for the sale of a 0.28 +/- acre parcel of State owned land located on ~~54 Baldwin Street in the Town of Nashua~~ for \$100,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 7, 2019

LRCP 19-016 Department of Transportation – request authorization to sell a 3.9 +/- acre parcel of State owned land improved with a building located on the northerly side of US Route 2 in the Town of Shelburne to Timberland Adventures, Inc. by amending item LRCP 18-035 (approved September 5, 2018) by changing the sale price from \$38,400 to \$29,800, which includes a \$1,100 Administrative Fee, and sell with historic covenants, subject to the conditions as specified in the request dated June 10, 2019

RSA 4:40 Disposal of Real Estate:

LRCP 19-013 The Adjutant General's Department – authorization to; 1) dispose of the former State Armory at 2169 Riverside Road, including buildings and 3.4 acres located in Berlin, NH and 2) waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 20, 2019

LRCP 19-017 Department of Transportation – request authorization to lease railroad property to the Ashland Historical Society, for considerations received in lieu of an annual fee, an approximately .07 acre (3200 square feet) parcel on the State-owned Concord-Lincoln Railroad corridor in the Town of Ashland, and waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 12, 2019

- (4) **Miscellaneous:**



NEW HAMPSHIRE REAL ESTATE COMMISSION

BROKERAGE RELATIONSHIP DISCLOSURE FORM (This is Not a Contract)

*This form shall be presented to the consumer at the time of first business meeting,
prior to any discussion of confidential information*

Right Now You Are A Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects actually known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance.

To Become A Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services:

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.

For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.

For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).

I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)

Stephen G. LaBonte

Signature of Consumer _____ Date _____

Provided by:

Ronald Fredotte 10-5-20
Licensee _____ Date _____

State of New Hampshire - Department of Transportation

Name of Consumer (Please Print)

Stephen G. LaBonte, Administrator 10-9-20
Signature of Consumer _____ Date _____

KW Commercial NH

(Name of Real Estate Brokerage Firm)

Consumer has declined to sign this form.

(Licensees Initials)

To check on the license status of a real estate firm or licensee go to www.nh.gov/nhrec. Inactive licensees may not practice real estate brokerage.

(Page 1 of 2)

8/18/17

NH CIBOR, 166 South River Road Bedford NH 3118

Ron Fredotte

Phone: (603)336-2766

Fax:

1234

Produced with zipForm® by zipLogic, 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogic.com

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never both in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:25-XIII)

A sub-agent is a licensee who works for one firm, but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the services and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

**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), State of New Hampshire ("SELLER"), hereby gives the undersigned KW Commercial NH ("FIRM"), on this date, 10-5-2020, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 52 Baldwin Street Nashua, NH owned by SELLER consisting of land and including any other property, real or personal, subsequently added hereto, recorded in the Hillsborough County Registry of Deeds in Book 6060 Page 1886 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$105,000.00 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 6% of the contract price or of the lease amount or n.a.

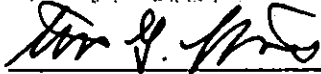
2. THIS AGREEMENT SHALL BE IN EFFECT from 10-5-2020 through 10-5-2021. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that 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.



10-9-20

Seller State of New Hampshire - Department of Transportation

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

10-9-20

Seller State of New Hampshire - Department of Transportation

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

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. 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 _____ 3 _____ % commission of the contract price or _____.	<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 _____ 3 _____ % commission of the contract price or _____.	<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) _____ 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by:
	<input checked="" type="checkbox"/> agents other than SELLER'S broker
	<input checked="" type="checkbox"/> members of the public.

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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.

9. ADDITIONAL PROVISIONS:
All offers are subject to the following conditions:

- 1) Site subject to approval by the Governor and Executive Council
- 2) In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,100.00 at closing

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] _____ Date 10/21/20
 Seller: State of New Hampshire - Department of Transportation

7 Hazen Drive - PO Box 483
 Address

Concord NH 03302
 City State Zip Code

KW Commercial NH [Signature] 10-5-20
 Firm Date

Ronald Fredette Director
 Name Title

168 South River Rd
 Address

Bodford NH 03110
 City State Zip Code

**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), State of New Hampshire ("SELLER"), hereby gives the undersigned KW Commercial NH ("FIRM"), on this date, 10-5-2020 in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 54 Baldwin Street Nashua, NH owned by SELLER consisting of land and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book 6080 Page 1886 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$110,000.00 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 6% of the contract price or of the lease amount or n.a.

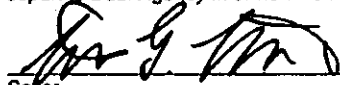
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3. DUTIES OF FIRM. FIRM owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

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.



Seller
State of New Hampshire - Department of Transportation

10/21/20
Date

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

Seller
State of New Hampshire - Department of Transportation

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

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(e) <input type="checkbox"/> None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

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<input type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
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<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:	
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
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9. ADDITIONAL PROVISIONS:

All offers are subject to the following conditions:

- ~~1) Sale subject to approval by the Governor and Executive Council~~
- 2) In addition to the purchase price the buyer will be subject to an additional Administrative Fee of \$1,100.00 at closing

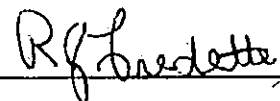
THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.


 Seller State of New Hampshire - Department of Transportation

Date 10/21/20

7 Hazen Drive - PO Box 483
 Address

Concord NH 03302
 City State Zip Code

KW Commercial NH 
 Firm

Date 10/5/20

Ronald Fredette
 Name

Director
 Title

168 South River Rd
 Address

Bedford NH 03110
 City State Zip Code

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



TO BE COMPLETED BY SELLER

1. SELLER: State of New Hampshire
2. PROPERTY LOCATION: 52 and 54 Baldwin Street Nashua NH
3. The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

5. WATER SUPPLY (Please answer all questions regardless of type of water supply)
- a. TYPE OF SYSTEM: None Public Private Seasonal Unknown
 Drilled Dug Other _____
- b. INSTALLATION: Location: _____ Installed By: _____
Date of Installation _____ What is the source of your information? _____
- c. USE: Number of Persons currently using the system: _____
Does system supply water for more than one household? Yes No
- d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No Unknown
Quality: Yes No Unknown
If YES to any question, please explain in Comments below or with attachment.
- e. WATER TEST: Have you had the water tested? Yes No Date of most recent test _____
If YES to any question, please explain in Comments below or with attachment.
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations? Yes No
If YES, are test results available? Yes No
What steps were taken to remedy the problem? _____
- f. COMMENTS: _____

6. SEWAGE DISPOSAL SYSTEM
- a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown: Yes No
None: Yes No Septic/Design Plan in Process? Yes No
Septic Design Available? Yes No
- b. IF PUBLIC OR COMMUNITY/SHARED:
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem? _____
- c. IF PRIVATE:
TANK: Septic Tank Holding Tank Cesspool Unknown Other _____
Tank Size 500 Gal. 1,000 Gal. Unknown Other _____
Tank Type Concrete Metal Unknown Other _____
Location: _____ Location Unknown Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? Yes No Comments: _____
- d. LEACH FIELD: Yes No Other _____
IF YES: Size _____ Location: _____ Unknown
Date of Installation of leach field: _____ Installed By: _____
Have you experienced any malfunctions? Yes No
Comments: _____
- e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
IF YES, has a site assessment been done? Yes No Unknown
SOURCE OF INFORMATION: _____
COMMENTS: _____
FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

SELLER(S) INITIALS _____ BUYER(S) INITIALS _____

PROPERTY DISCLOSURE - LAND ONLY
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PROPERTY LOCATION: 52 and 54 Baldwin Street Nashua NH

7. HAZARDOUS MATERIAL

UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? YES NO UNKNOWN

IF YES: Are tanks currently in use? YES NO

IF NO: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____ Owner of tank(s): _____

Location: _____

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

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

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

Comments: _____

8. GENERAL INFORMATION

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

If YES, Explain: _____

If YES, what is your source of information? _____

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

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

If YES, Explain: _____

d. What is your source of information? _____

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

If YES, Explain: _____

f. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? YES NO UNKNOWN

If YES, Explain: _____

g. How is the property zoned? _____

Source: _____

h. Has the property been surveyed? YES NO UNKNOWN If YES, is the survey available? YES NO

i. Has the soil been tested? YES NO UNKNOWN If YES, are the results available? YES NO

j. Has a percolation test been done? YES NO UNKNOWN If YES, are the results available? YES NO

k. Has a test pit been done? YES NO UNKNOWN If YES, are the results available? YES NO

l. Have you subdivided the property? YES NO UNKNOWN

m. Are there any local permits? YES NO UNKNOWN Please explain: _____

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

o. Septic/Design plan available? YES NO UNKNOWN

p. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) YES NO If YES, please explain: _____

8. NOTE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

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



TO BE COMPLETED BY SELLER

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

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

[Handwritten signature] 10/21/20

SELLER _____ DATE _____
State of New Hampshire - Department of Transportation

SELLER _____ DATE _____

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER _____

DATE _____

BUYER _____

DATE _____

Property Address 52 and 54 Baldwin Street Nashua NH



NH CIBOR

Mandatory New Hampshire Real Estate Disclosure & Notification Form



1) NOTIFICATION RADON, ARSSENIC AND LEAD PAINT: Pursuant to RSA 477: 4-a, the SELLER hereby advises the BUYER of the following:

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) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1977, 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.

2) DISCLOSURE FOR WATER SUPPLY AND SEWAGE DISPOSAL: Pursuant to RSA 477:4-c & d, the SELLER hereby provides the BUYER with information relating to the water and sewage systems:

WATER SUPPLY SYSTEM N/A

Type: _____
Location: _____
Malfunctions: _____
Date of Installation: _____
Date of most recent water test: _____
Problems with system: _____

SEWERAGE DISPOSAL SYSTEM N/A

Size of Tank: _____
Type of system: _____
Location: _____
Malfunctions: _____
Age of system: _____
Date most recently serviced: _____
Name of Contractor who services system: _____

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Last Revised 2/9/18

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NH CIBOR, 166 South River Road Bedford NH 03110
Real Products

Produced with dtpForm® by zipLogic 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogic.com

Phone: (480) 806-2700 Fax:

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Property Address 52 and 54 Baldwin Street Nashua NH

3) INSULATION: Is the Property currently used or proposed to be used for a 1 to 4 family dwelling?
Yes No N/A

If yes, the SELLER hereby provides the BUYER with information relating to insulation:

Location(s): _____
Type: _____

4) LEAD PAINT: Was the property construction prior to 1978 and is the Property or any part of the Property used for residential dwelling(s) or special uses that would require the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form under federal law?

Yes No N/A

If yes, has the Federal Lead Addendum been attached? And has the Federal pamphlet been delivered.

Yes No

5) METHAMPHETAMINE PRODUCTION: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)

Yes No

If Yes, please explain: _____

6) SITE ASSESSMENT ON WATERFRONT PROPERTY:

Does the Property use a septic disposal system? N/A

Yes No

If yes, is a Site Assessment Study for "Developed Waterfront" required pursuant to RSAs 485-A:2 and 485-A:39?

Yes No

If yes, has the SELLER engaged a permitted subsurface sewer or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the Department of Environmental Services?

Yes No

7) CONDOMINIUM: Pursuant to RSA 477:4-f, is the property a condominium?

Yes No N/A

If the property is a condominium, BUYER has the right to obtain the information in RSA 356 - B58 I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

Property Address 52 and 54 Baldwin Street Nashua NH

8) RENEWABLE ENERGY IMPROVEMENTS

Is this property subject to a Public Utility Tariff Pursuant to RSA 374:61?

Yes No Unknown

If yes than SELLER shall disclose, if known:

Remaining Term: _____

Amount of Charges: _____

Any Estimates or Documentation of the Gross or Net Energy or Fuel Savings _____

9) SELLER LICENSEE

Pursuant to RSA 331 A:26 XXII, is the Seller (or any owner, direct or indirect) of this property a real estate licensee in the state of New Hampshire:

Yes No

10) ASBESTOS DISPOSAL: Does Property include an asbestos disposal site?

Yes No Unknown

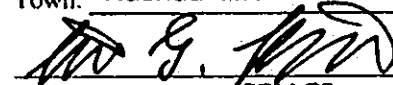
If yes, then disclosure is required pursuant to RSA 141-E:23.

11) PROPERTY ADDRESS:

Address: 52 & 54 Baldwin Street

Unit Number (if applicable): _____

Town: Nashua NH



SELLER
State of New Hampshire - Department of Transportation

10/21/20
Date

SELLER

Date

The BUYER(S) hereby acknowledge receipt of a copy of this disclosure prior to the execution of the Purchase and Sale Agreement to which this is appended.

BUYER

Date

BUYER

Date



**NOTIFICATION TO OWNERS, BUYERS, AND TENANTS
REGARDING ENVIRONMENTAL MATTERS**



It is essential that all parties to real estate transactions be aware of the health, liability, and economic impact of environmental factors on real estate. Broker does not conduct investigations or analyses of environmental matters and, accordingly, relies its clients and/or customers to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances such as asbestos, lead, and other contaminants or petrochemical products stored in underground tanks, or other undesirable materials or conditions are present at the property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the property or other properties.

Various laws and regulations have been enacted at the federal, state, and local levels dealing with the use, storage, handling, removal, transport, and disposal of toxic or hazardous wastes and substances depending upon past, current, and proposed uses of the property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

RECEIVED BY:

This form produced for members of New Hampshire Commercial Investment Board of

last revised

NH CIBOR, 146 South River Road Bedford NH 03110

Phone (603) 836-1700

fax

Ron Fredette

produced with information by ip o i

Month the good, faster, better, and

www.ip_o_i.com

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 13th day of November, 2020 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, And Timothy W Sullivan and John Harrison Partners ("BUYER") of 1550 Center Rd Lyndeborough NH 03082.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the Town of Nashua located at:

52 Baldwin Street and recorded in Hillsborough County Book 6060 Page 1886 Dated 1/23/1999 ("PROPERTY").

54 Baldwin Street and recorded in Hillsborough County Book 6060 Page 1886 Dated 1/23/1999 ("PROPERTY").

3. The SELLING PRICE is two hundred twenty thousand Dollars \$220,000.00 collectively. A DEPOSIT in the form of a Personal Check, is to be held in an escrow account by Keller Williams Commercial ("ESCROW AGENT"), BUYER ~~has delivered~~, or will deliver to the ESCROW AGENT within two (2) 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 \$XXXX will be delivered on or before XX/XX/2020. 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 \$215,000.00.

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

5. TRANSFER OF TITLE: On or before January 31, 2021 electronically or at some other place of mutual consent as agreed to beforehand via email or 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: N/A

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: Ronald Fredette of Keller Williams Commercial is a XX seller agent ~~BUYER agent~~ ~~facilitator~~ ~~disclosed dual agent~~

~~XXXX~~ 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. IN CASE OF LOSS: ~~N/A -- Land only. 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 only 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 SR

BUYER(S) INITIALS [Signature]

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

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 YES NO

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

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	X		within _____ days	f. Lead Paint		X	within _____ days
b. Sewage Disposal	X		within _____ days	g. Pests	X		within _____ days
c. Water Quality	X		within _____ days	h. Hazardous Waste		X	within _____ days
d. Radon Air Quality	X		within _____ days	i. XXX			within _____ days
e. Radon Water Quality	X		within _____ days	j. XXX			within _____ days

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

SELLER(S) INITIALS [Handwritten initials], BUYER(S) INITIALS [Handwritten initials]

HERE: 

PURCHASE AND SALES AGREEMENT

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

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

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

16. **LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

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

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

AMOUNT XXXX TERM/YEARS XXX RATE MORTGAGE TYPE XXX

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

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

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.

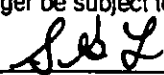
TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

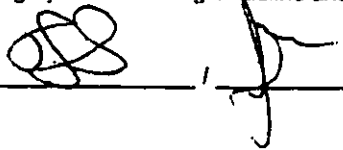
BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within XXX calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by XXX ("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.

SELLER(S) INITIALS 

BUYER(S) INITIALS 

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

- 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

The described parcels at 52 and 54 Baldwin Street, Nashua are being sold "Where is -As is"

Buyer to pay \$1,100 administration fee at closing for the sale of each lot.

20. ADDENDA ATTACHED: Yes X No

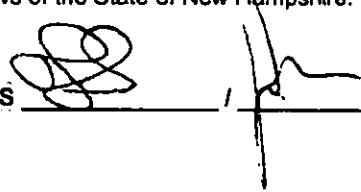
21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract 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.

SELLER(S) INITIALS



BUYER(S) INITIALS




New Hampshire Department of Transportation


PURCHASE AND SALES AGREEMENT

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.


BUYER _____
DATE 11/13/2020 TIME 3:50 PM


BUYER _____
DATE 11/13/2020 TIME 3:52 PM

1556 Center RD
MAILING ADDRESS _____

915 NorthField RD
MAILING ADDRESS _____

Lynneborough NH 03082
CITY STATE ZIP

Lunenburg MASS 01462
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 11/14/20 TIME 9:38 AM
New Hampshire Department of Transportation

SELLER _____
DATE _____ TIME _____

7 Hazen Drive PO Box 483
MAILING ADDRESS _____

MAILING ADDRESS _____

Concord, New Hampshire 03302-0483
CITY STATE ZIP

CITY STATE ZIP _____