

24 xam



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
March 24, 2021

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 2.04 +/- acre parcel of State-owned land with improvements that is located at 23 Spinnaker Drive in the Town of Derry. The sale would be to Cristian Jorge for \$340,000.00 plus an \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate Coldwell Banker Realty from the proceeds of the sale in the amount of \$20,400.00 (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 90% Federal Funds and 10% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<u>FY 2021</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (10% of \$319,600.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2021</u> \$31,960.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (90% of \$319,600.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2021</u> \$287,640.00

EXPLANATION

The Department wishes to dispose of a 2.04 +/- acre parcel of State-owned land with improvements that is located at 23 Spinnaker Drive in the Town of Derry. This parcel was acquired in 2004 as part of the Salem-Manchester Interstate 93 widening project.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests. This sale will include the following condition:

1. No direct access to I-93 will be granted.

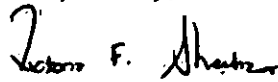
At the November 30, 2020 meeting of the Long Range Capital Planning and Utilization Committee, the request (LRCP 20-058) was approved allowing the Department to enter into a listing agreement with Coldwell Banker Realty to sell the above-listed property for \$300,000.00 and to assess an \$1,100.00 administrative fee. This approval authorizes the Department to compensate Coldwell Banker Realty a 6% commission for the sale of this property.

Coldwell Banker Realty marketed the subject property and brought all offers to the Department for consideration. On March 1, 2021, the Department entered into a Purchase and Sales Agreement with Cristian and Samantha Jorge for \$350,000.00 plus an \$1,100.00 Administrative Fee, which was amended on March 23, 2021 to \$340,000.00, and removed Samantha Jorge as the co-buyer.

Pursuant to RSA 4:39-c, the Department has offered the property to the Town of Derry, with no response. Pursuant to RSA 204-D:2, the Department also offered the parcel to the New Hampshire Housing Finance Authority, who declined the offer.

The Department respectfully requests authorization to sell this parcel and compensate the realtor as noted above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SJN
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 20-058

FROM: Stephen G. LaBonte 
Administrator

DATE: October 22, 2020

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

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

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

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of a 2.04 +/- acre parcel of State owned land, with improvements, located at 23 Spinnaker Drive in the Town of Derry. The Department will enter into a listing agreement for a term of one year with Coldwell Banker, with a 6% commission. The sale price for this parcel will be \$300,000.00, and the Department will assess an Administrative Fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department wishes to dispose of a 2.04 +/- acre parcel of State owned land located at 23 Spinnaker Drive in the Town of Derry. This parcel is improved with a 2-story split-entry style single-family residence.

This parcel was acquired in 2004 due to the proximity to the construction of Interstate 93 in conjunction with the Salem-Manchester, 10418C, Interstate 93 Widening Project.

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

- No direct access to Interstate 93 will be granted.
- Federal Highway Administration approval will be needed due to the parcels proximity to Interstate 93.

In accordance with Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 4 (Rockingham and Strafford Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 6%. Based on this request, the Department received responses from following six firms.

Coldwell Banker 4 Nashua Road Londonderry, NH 03038	\$298,900 - \$311,100
Keller Williams Coastal Properties 750 Lafayette Road Portsmouth, NH 03801	\$232,280
NAI Norwood Group 116 South River Road Bedford, NH 03110	\$300,000 - \$320,000

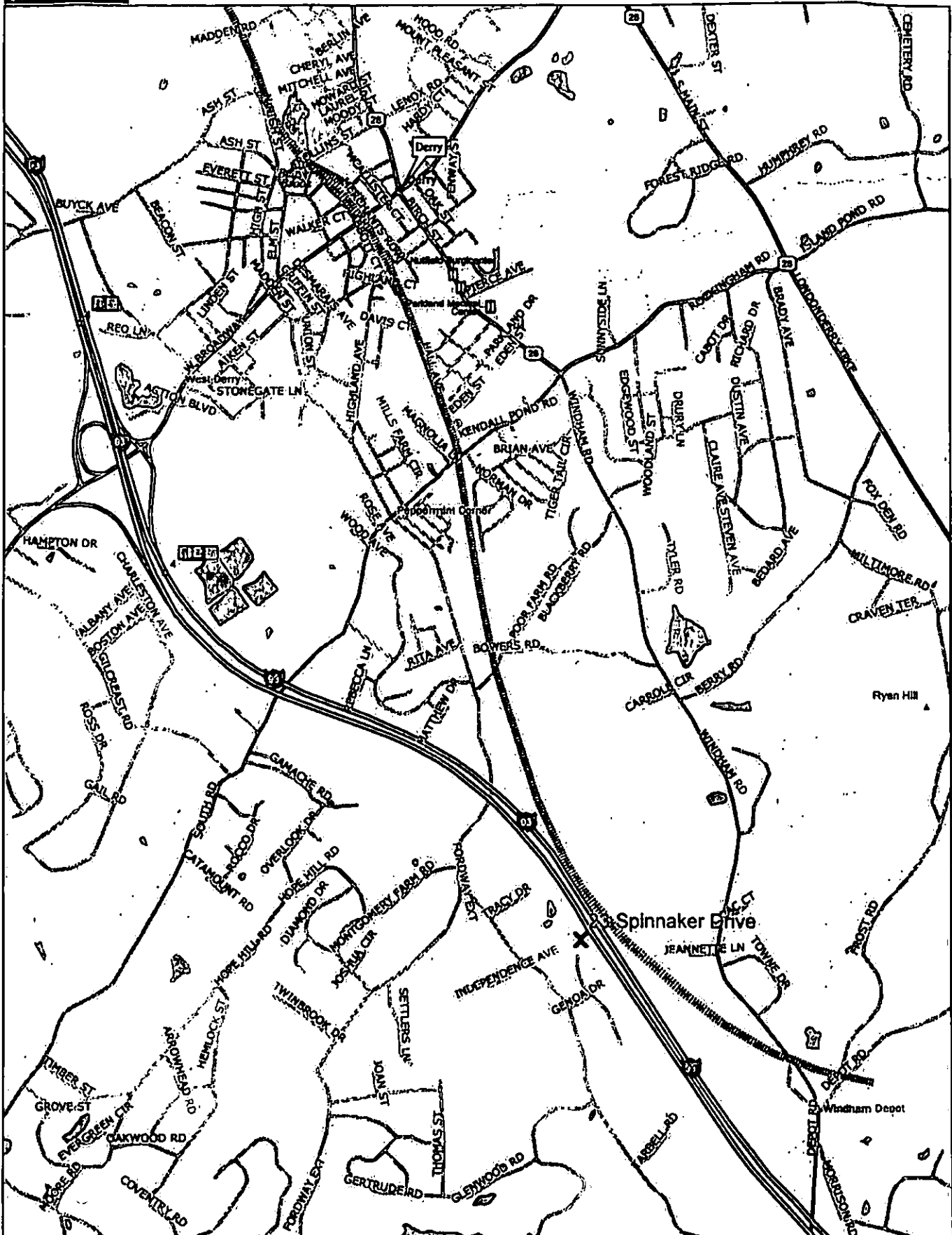
KW Commercial 168 South River Road Bedford, NH 03110	\$324,000 - \$331,000
Coldwell Banker 166 Route 101 Bedford, NH 03110	\$290,000 - \$310,000
Coldwell Banker 103 Ponemah Road Amherst, NH 03031	\$335,000 - \$350,000
State Appraisal	\$300,000

The Pre-Qualification Committee reviewed the above information and felt that a value of \$300,000.00 was an appropriate value for this property and selected Coldwell Banker to market the property, on behalf of the Department.

The Department will offer the property to the Town of Derry, pursuant to RSA 4:39-cand the New Hampshire Housing Finance Authority, pursuant to RSA 204-D:2.

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

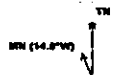
SGL/SJN/jl
Attachments

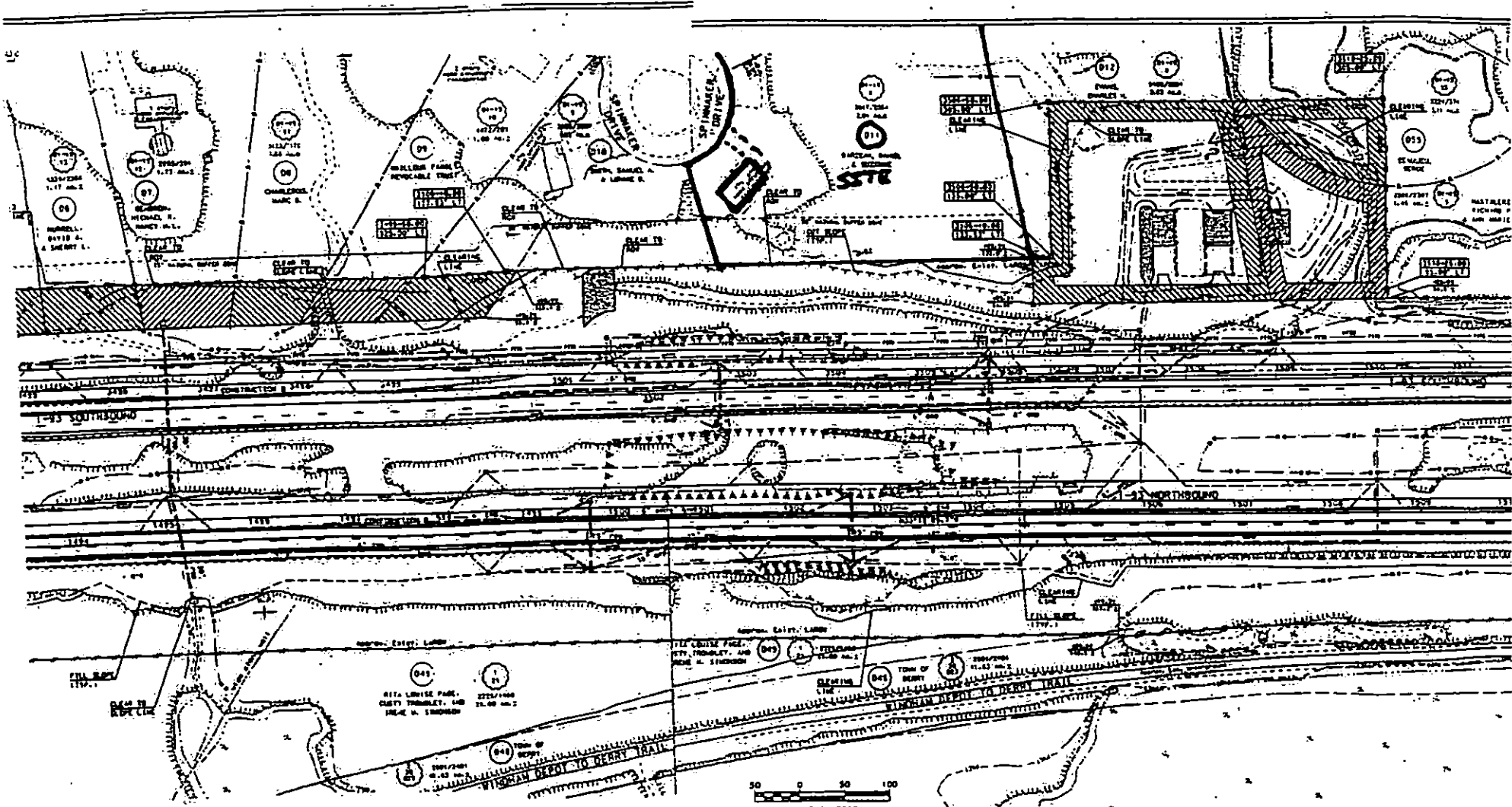


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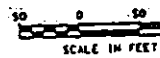
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www.delorme.com





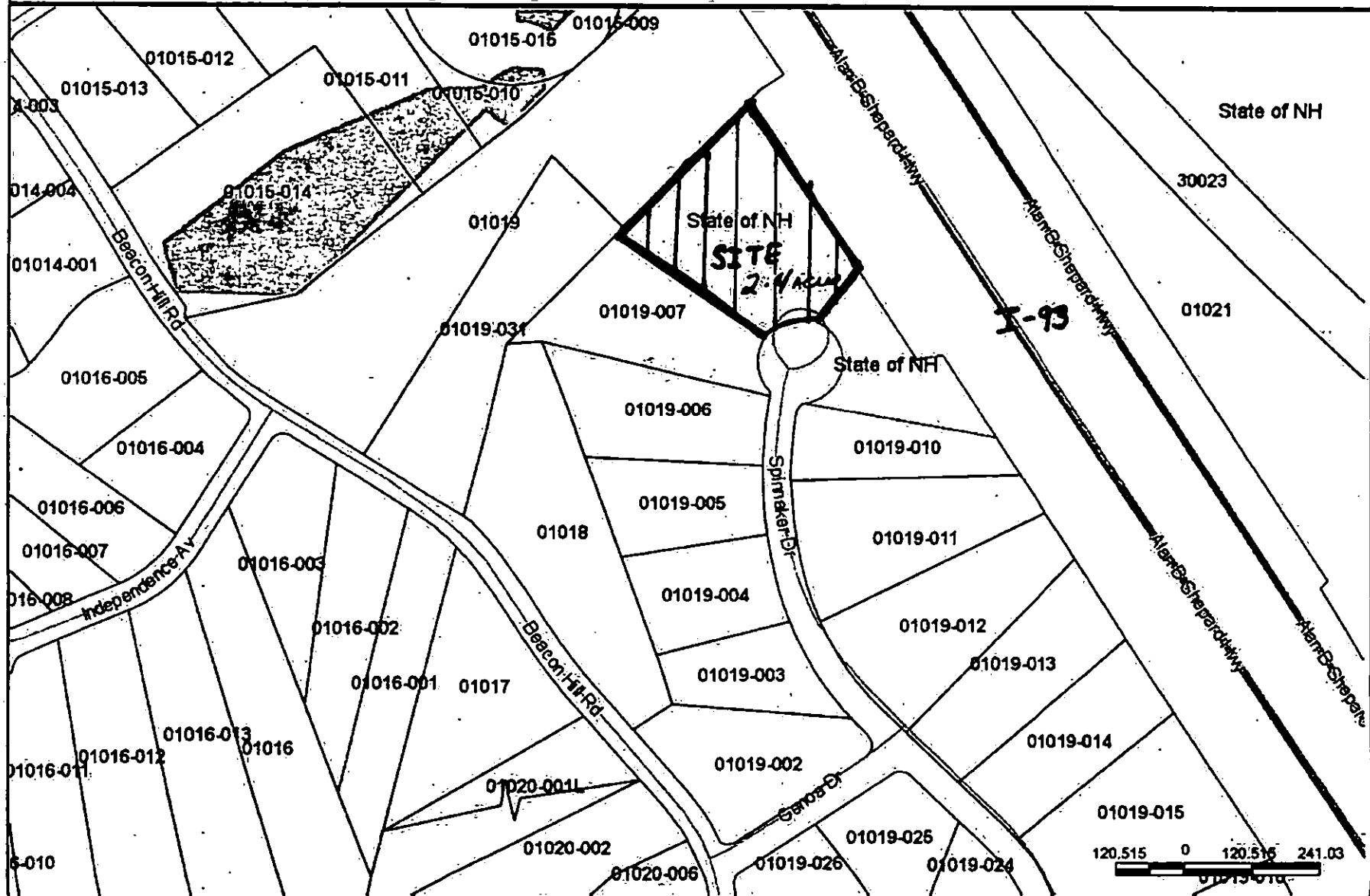
SER.	EASEMENTS	TEMPORARY	POINTS OF ADJACENCY		REV. NO.
			LT	RT	
AC	SP	TYPE	DESCRIPTION	EXPIRES (DATE)	



CHA

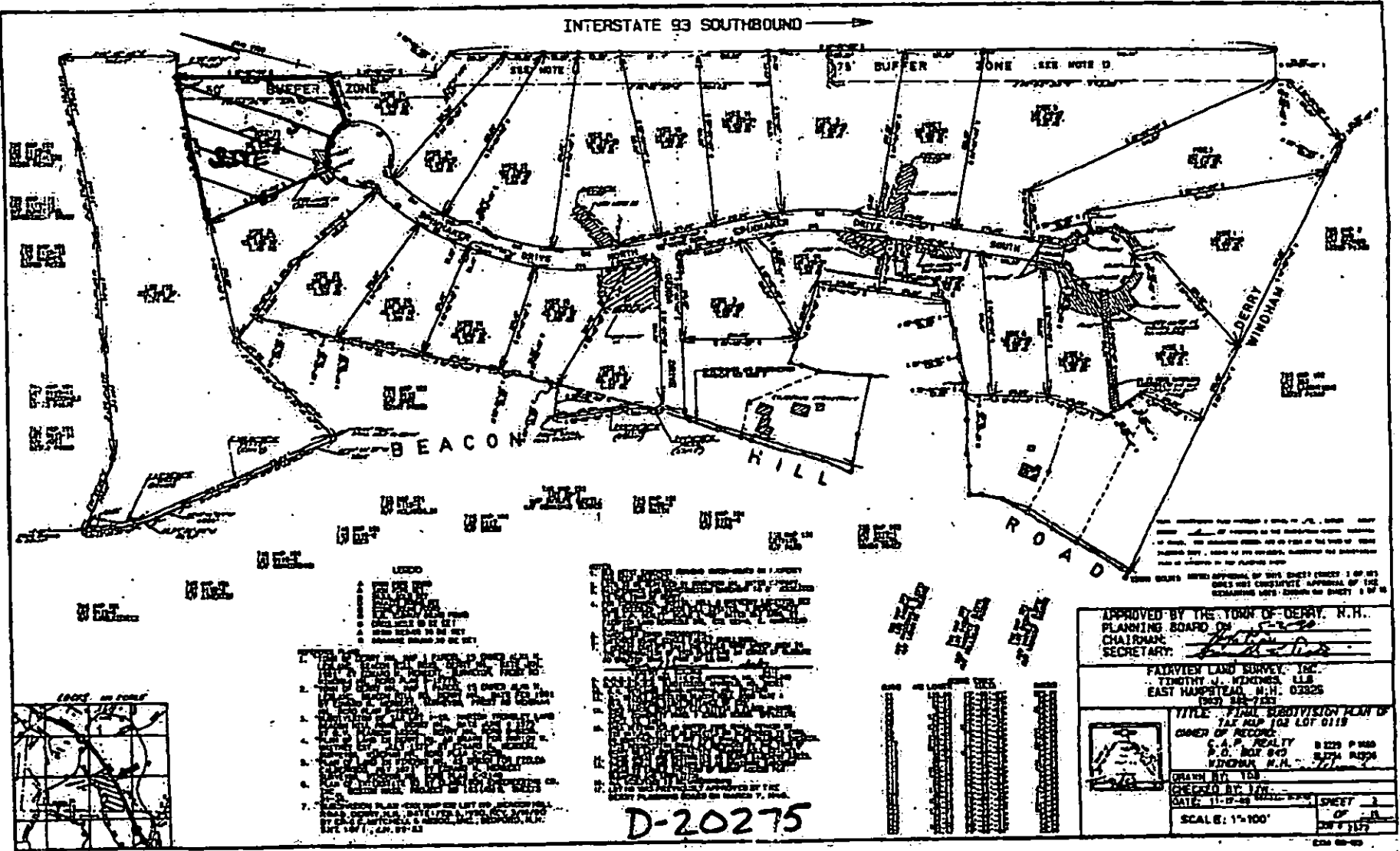
PROPERTY OWNER	TOTAL AREA OF PARCEL AC	AREA OF TAKE		REMARKS		EASEMENTS				C.A.S.T. POINTS OF ADJACENCY		
		AC	AC	AC	AC	SP	TYPE	SP	DESCRIPTION	EXPIRES (DURATION)	LT	RT
EVANS, CHARLES H.	2.24	1.17	0.49									
MILLER, EDWARD F. & MARY E.	0.48	0.15	0.15									
WILLIAM PARK, BETTY THOMLEY, and MRS. H. SIMMONS	2.11	0.23	0.24	SEE SHEET 25								
CHARLES, SCOTT												

Sheet 26 22



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

INTERSTATE 93 SOUTHBOUND →



THESE LOTS HAVE BEEN APPROVED BY THE BOARD OF PLANNING AND ZONING OF THE TOWN OF GERRY, N.H. ON 11-17-20. THE BOARD HAS CONSIDERED THE APPLICANT'S PROPOSAL AND HAS DETERMINED THAT THE PROPOSED SUBDIVISION IS IN ACCORDANCE WITH THE ZONING MAP AND THE PLANNING BOARD'S RESOLUTIONS.

APPROVED BY THE TOWN OF GERRY, N.H.
 PLANNING BOARD ON
 CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*

FAIRVIEW LAND SURVEY, INC.
 TIMOTHY J. WINDHAM, L.L.S.
 EAST HAMPSHIRE, N.H. 03825
 (603) 882-7123

TITLE: FINAL SUBDIVISION PLAN OF
 TAX MAP FOR LOT 0119
 OWNER OF RECORD:
 S.A.P. REALTY 8 229 P 888
 S.O. BOX 840 8274 R399
 WINDHAM, N.H.

DRAWN BY: TJS
 CHECKED BY: JTW
 DATE: 11-17-20 SHEET 2
 OF 2
 SCALE: 1"=100'

D-20275



01/23/2015
23 Spinnaker Drive
Oaksy



**NEW HAMPSHIRE
HOUSING**

DEAN J. CHRISTON
Executive Director
dchriston@nhhfa.org

**DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY**

DEC 28 2020

RECEIVED

December 22, 2020

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

RE: Derry Property – 9 Tracy Drive

Dear Mr. LaBonte:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Derry at 23 Spinnaker Drive, described in your letter of December 4, 2020.

Thank you for giving us the opportunity to review this parcel.

Sincerely,

Dean J. Christon
Executive Director

DJC:clp
Enclosures

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110
Mail: PO Box 5087, Manchester, NH 03108

603.472.8623
NHHFA.org



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

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

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned Coldwell Banker Realty ("FIRM"), on this date, 2/3/2021, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at: 23 Sprinkler Dr Derry, NH 03038 owned by SELLER consisting of 2.04 +/- Acres and including any other property, real or personal, subsequently added thereto; recorded in the Rockingham County Registry of Deeds in Book 4367 Page 1724 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$300,000.00 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

2. THIS AGREEMENT SHALL BE IN EFFECT from 2/3/2021 through 2/3/2022. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or N/A.

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

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

Yes ___ No ___ SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

[Signature] Seller 2/4/21 Date

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

Seller Date

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

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 N/A.	<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 N/A.	<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" is checked above: 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.

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
<input 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:

- 1) Sale is subject to approval of the Governor and Executive Council
- 2) In addition to the purchase price, the buyer will be subject to an administrative fee of \$1,100.00
- 3) Real Estate agent for Coldwell Banker Realty, Doug Charney

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.

MTA G. MTA
 Seller New Hampshire Department of Transportation

2/4/21
 Date

7 Hazen Drive, PO Box 478
 Address

Concord NH 03302
 City State Zip Code

COLDWELL BANKER REALTY
 Firm

2/4/2021
 Date

DOUGLAS CHARNEY
 Name

ASSOCIATE BROKER
 Title

4 NASHUA ROAD
 Address

LONDONDEARY NH 03038
 City State Zip Code

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

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

1. THIS AGREEMENT made this 22nd day of February, 2021 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Cristian Jorge, Samantha Jorge ("BUYER") of 9 Gale Village Road, Newton NH 03858

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the City/Town of Derry, located at: 23 Spinnaker Drive and recorded in Rockingham County Book 4367 Page 1724 Dated September 27, 2004 ("PROPERTY").

3. The SELLING PRICE is Three Hundred Fifty Thousand Dollars \$350,000.00 plus an \$1,100.00 administrative fee. A DEPOSIT in the form of a Personal Check is to be held in an escrow account by ("SELLER"), BUYER has delivered, or X will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000.00. 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 \$9,000.00 will be delivered on or before 3 Days after Home Inspection. 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 \$341,500.00.

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

5. TRANSFER OF TITLE: On or before April 30, 2021 at TBD or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: 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: Doug Chamley of Coldwell Banker Derry NH is a X seller agent buyer agent facilitator disclosed dual agent Elizabeth Ford-Delrosso of Coldwell Banker Haverhill MA is a seller agent X buyer agent facilitator disclosed dual agent

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

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

8. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds \$3,000.00. 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 [Signature] 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.

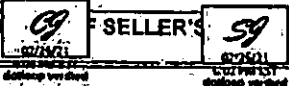
11. PROPERTY INCLUDED: All Fixtures: Dishwasher, Microwave, Range-Electric, Refrigerator

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

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

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. Disclosure Required: X YES NO

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



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

Table with 2 columns of inspection types (a-e and f-j) and 3 columns for Yes/No and Results to Seller (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 HERE:

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
(b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
(b) This Agreement will be terminated; and
(c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
(b) This Agreement will be terminated; and
(c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

19. ADDITIONAL PROVISIONS:

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

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

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

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

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

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

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

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

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

<i>Cristian Jorge</i>		<small>dotloop verified 03/24/21 8:23 PM EST WVAK-JFVN-2GCU-0WU0</small>	
BUYER Cristian Jorge	DATE	TIME	
9 Gale Village Road			
MAILING ADDRESS			
Newton,	NH	03858	
CITY	STATE	ZIP	

<i>Samantha Troy</i>		<small>dotloop verified 03/24/21 8:52 PM EST WVAK-JFVN-2GCU-0WU0</small>	
BUYER Samantha Troy	DATE	TIME	
9 Gale Village Road			
MAILING ADDRESS			
Newton	NH	03858	
CITY	STATE	ZIP	

Newton NH 03858

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

<i>[Signature]</i>		<i>3/1/2021 3:15 PM</i>	
SELLER	DATE	TIME	
New Hampshire Department of Transportation 7 Hazen Drive, PO Box 483			
MAILING ADDRESS			
Concord, New Hampshire 03302-0483			
CITY	STATE	ZIP	

SELLER	DATE	TIME	
MAILING ADDRESS			
CITY STATE ZIP			

ADDENDUM

PROPERTY: 23 Spinnaker Drive, Derry, NH 03038

With reference to the purchase and sales agreement dated March 2, 2021, Seller and Buyer agree to change the sales price from \$350,000.00 to \$340,000.00.

Seller and Buyer agree to remove Samantha Jorge from the purchase and sales agreement leaving Cristian Jorge as the only Buyer.

Multiple horizontal lines for additional text or signatures.

Date: March 23, 2021

[Signature]
Signature

Date: _____

Signature

Date: _____

[Signature]
Signature

Date: _____

[Signature]
Signature

Addendum



HOME INSPECTION AGREEMENT

Date: March 8, 2021

Re: A Purchase & Sales Agreement Dated: March 2, 2021

For Real Property Located at 23 Spinnaker Drive, Derry, NH

We have conducted an inspection of the above property's structural and operating systems in accordance with paragraph 14 "Inspections" of the Purchase & Sales Agreement cited above. Further action on this Purchase and Sales Agreement is subject to the action specified and signed below.

Request for Remedial Repairs: The Home inspection revealed flaws that require remedial action as listed below. The pertinent pages of the Home Inspectors report are available upon request. *We, The Buyers, will proceed with the Purchase and Sales Agreement. If the Seller(s) take the following action(s) regarding repairs or provide Buyer with a seller's credit of \$5,000.00 and Buyer will take care of items.*

1. **ELECTRICAL** (see pictures attached)
 - Electrical Panel shows Safety Hazard items and will need repairs. Kitchen outlets need to be changed to GFI.
2. **ROOF** (see pictures attached)
 - Roof is fully depreciated and will need to be replaced along with gutters.
3. **HEATING SYTEM & OIL TANK** (see pictures attached)
 - Heating system is fully depreciated. Basement bedroom is not heating. Zone is depreciated Oil tank is depreciated.
4. **HOT WATER ELECTRIC HEATER FOR SHOWER** (see pictures attached)
 - Water heater for shower is working at a reduced rate and is fully depreciated and will need to be replaced.

Buyer is asking seller to reduce sale price by 10,000.00 to cover the above home inspection issues.

Buyer: *Cristian Jorge*
doceo verified
03/08/21 7:44 PM EST
LVPZ-33B-WAGA-UWZQ

Buyer: *Samantha Jorge*
doceo verified
03/08/21 7:45 PM EST
RNGH-WREG-1KDA-PMFO

Seller: *[Signature]*

Seller: _____