



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

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
June 28, 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 0.89 +/- of an acre parcel of State owned land, with improvements, located at 21 Spinnaker Drive in the Town of Derry. The sale would be to Stephen A. DeMattia and Jocelyn DeMattia for \$346,500.00, plus an \$1,100.00 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate Coldwell Banker from the proceeds of the sale in the amount of \$20,790.00 (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 2022</u> \$1,100.00
04-096-096-960015-0000-UUU-409279 Sale of Parcel (10% of \$325,710.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2022</u> \$32,571.00
04-096-096-963515-3054-401771 Consolidated Federal Aid (90% of \$325,710.00) (Estimated amount, actual will be based on Closing Statement)	<u>FY 2022</u> \$293,139.00

EXPLANATION

The Department wishes to dispose of 0.89 +/- of an acre parcel of State owned land, with improvements, located at 21 Spinnaker Drive in the Town of Derry. This parcel was acquired in 2002, 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.
2. A covenant that future uses avoid or minimize impact to the historic stone wall present on the property.

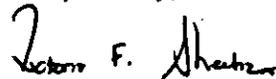
At the April 2, 2021 meeting of the Long Range Capital Planning and Utilization Committee, the request (LRCP 21-004) was approved allowing the Department to enter into a listing agreement with Coldwell Banker to sell the above-listed property for \$346,500.00 and to assess an \$1,100.00 administrative fee. This approval authorizes the Department to compensate Coldwell Banker a 6% commission for the sale of this property.

Coldwell Banker marketed the subject property and brought all offers to the Department for consideration. On June 18, 2021, the Department entered into a Purchase and Sales Agreement with Stephen A. DeMattia and Jocelyn DeMattia for \$346,500.00, plus an \$1,100.00 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Derry, with no response. Pursuant to RSA 204-D:2, the Department also solicited interest from 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 21-004

FROM: Stephen G. LaBonte
Administrator



DATE: February 3, 2021

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

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

**Approved by the Long
Range Capital Planning
and Utilization Committee
04/02/2021**

TO: The Honorable Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) request approval to dispose of a 0.89 +/- of an acre parcel State owned land, with improvements, located at 21 Spinnaker Drive in the Town of Derry, by entering into a listing agreement for a term of one year with Coldwell Banker, Amherst, for the sale price of \$346,500.00, allowing negotiations within the Committee's current policy guidelines; and Pursuant to RSA 4:40, III-a, assessing the buyer an administrative fee of \$1,100.00, subject to the conditions as specified in this request.

EXPLANATION

The Department intends to dispose of a 0.89 +/- of an acre parcel of State owned land located at 21 Spinnaker Drive in the Town of Derry. This parcel is improved with a 2-story gambrel style single-family residence.

This parcel was acquired in 2004 due to its proximity to Interstate 93, and the construction activities associated 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.
- A covenant that future uses avoid or minimize impact to the historic stone wall present on the property.
- Federal Highway Administration approval is required 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 five firms:

Coldwell Banker	\$330,000.00 -
103 Ponemah Road	\$344,000.00
Amherst, NH 03031	
Keller Williams Coastal Properties	\$345,301.00
750 Lafayette Road	
Portsmouth, NH 03801	
Coldwell Banker	\$324,282.00 -
4 Nashua Road	\$337,518.00
Derry, NH 03038	

NAI Norwood Group	\$335,000.00 -
116 South River Road	\$350,000.00
Bedford, NH 03110	

Keller Williams Realty Metropolitan	\$310,000.00 -
168 South River Road	\$320,000.00
Bedford, NH 03110	

State Appraisal	\$315,000.00
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The Department will offer the property to the Town of Derry, pursuant to RSA 4:39-c, and the New Hampshire Housing Finance Authority, pursuant to RSA 204-D: prior to entering into a listing agreement with Coldwell Banker.

The Department respectfully requests authorization to sell the subject parcel as outlined above.

SGL/SJN/
Attachments



DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

APR 26 2021

RECEIVED

April 20, 2021

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

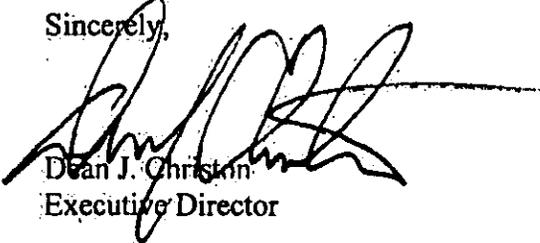
RE: Derry – Salem-Manchester 10418C

Dear Mr. LaBonte:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Derry, located at 21 Spinnaker Drive, described in your letter of April 9, 2021.

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

Sincerely,



Dean J. Christon
Executive Director

DJC:clp
Enclosures

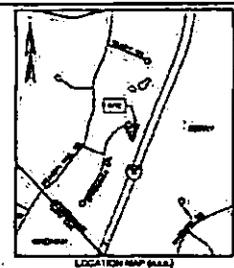
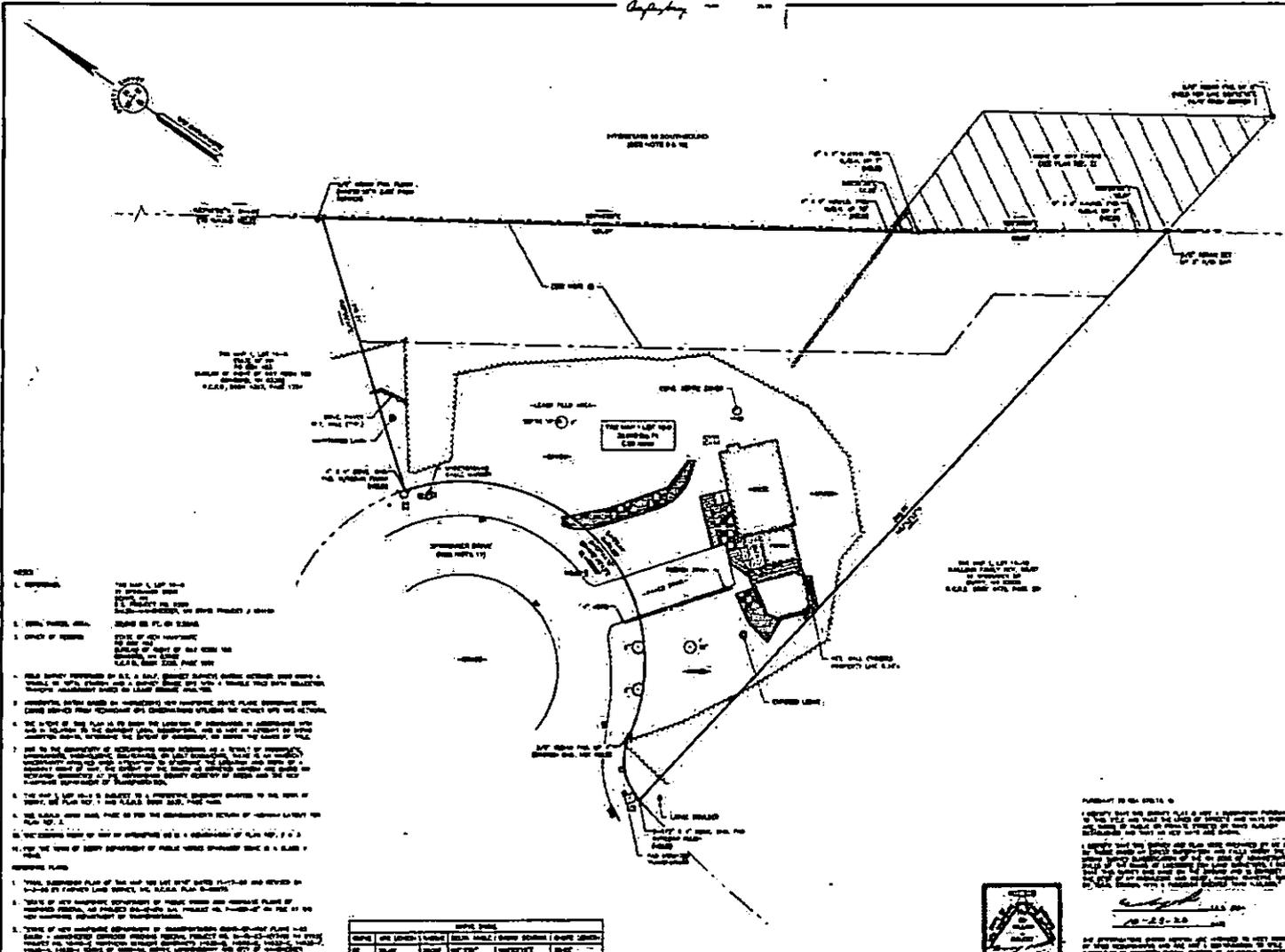
NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

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

603.472.8623
NHHFA.org



1:1000
 Approved by
 City of Dover
 10/14/2009



- LEGEND**
- Proposed Easement
 - Proposed Right-of-Way
 - Proposed Boundary
 - Proposed Structure
 - Proposed Driveway
 - Proposed Walkway
 - Proposed Utility Line
 - Proposed Setback
 - Proposed Access
 - Proposed Enclosure
 - Proposed Fencing
 - Proposed Planting
 - Proposed Landmark
 - Proposed Monument
 - Proposed Survey Point
 - Proposed Survey Station
 - Proposed Survey Line
 - Proposed Survey Boundary
 - Proposed Survey Area
 - Proposed Survey Point
 - Proposed Survey Station
 - Proposed Survey Line
 - Proposed Survey Boundary
 - Proposed Survey Area

- NOTES**
1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF DOVER AND THE STATE OF NEW HAMPSHIRE.
 2. THE CITY OF DOVER HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES.
 3. THE STATE OF NEW HAMPSHIRE HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE STATE ZONING ORDINANCES.
 4. THE CITY OF DOVER HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES.
 5. THE STATE OF NEW HAMPSHIRE HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE STATE ZONING ORDINANCES.
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 15. THE STATE OF NEW HAMPSHIRE HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE STATE ZONING ORDINANCES.

NO.	DATE	DESCRIPTION
1	10/14/2009	APPROVED
2	10/14/2009	APPROVED
3	10/14/2009	APPROVED
4	10/14/2009	APPROVED
5	10/14/2009	APPROVED
6	10/14/2009	APPROVED
7	10/14/2009	APPROVED
8	10/14/2009	APPROVED
9	10/14/2009	APPROVED
10	10/14/2009	APPROVED



PROFESSIONAL SEAL

1. I, the undersigned, being a duly qualified and licensed Surveyor in the State of New Hampshire, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office.

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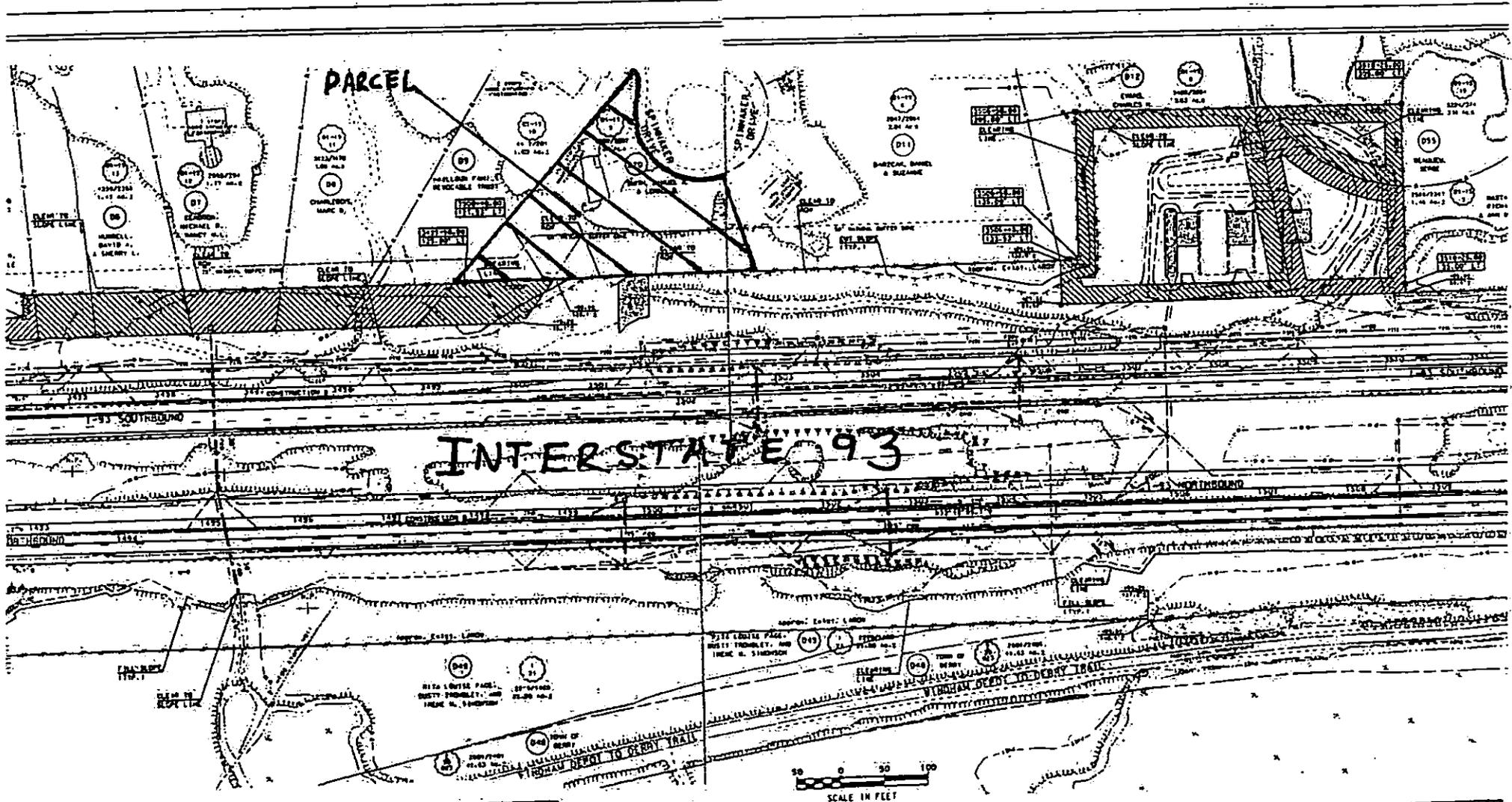
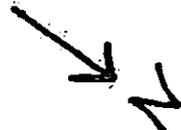
10. I, the undersigned, being a duly qualified and licensed Surveyor in the State of New Hampshire, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office.

PLAN OF LAND FOR NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION OF TAX MAP 1, LOT 19-B IN SPRINGFIELD BOROUGH, NEW HAMPSHIRE

DATE	10/14/2009
BY	DOUCET SURVEYS
FOR	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
PROJECT	TAX MAP 1, LOT 19-B
LOCATION	SPRINGFIELD BOROUGH, NEW HAMPSHIRE

DOUCET SURVEYS
 100 Main Street, Dover, NH 03824
 Phone: 603-885-1234
 Fax: 603-885-5678
 Email: info@doucetsurveys.com
 Website: www.doucetsurveys.com

D-42459



AREA # TAKE	REMARKS		EASEMENTS		PERMANENT TYPE	TEMPORARY		CARRY POINTS OF ADJUST		REV. NO.
	LEFT	RIGHT	SP	DESCRIPTION		SP	DESCRIPTION	LT	RT	
0.10	1.25									
0.20	1.27									
0.31	1.50									
0.10	1.00									
0.10	0.75									
0.13	0.75									

SCALE IN FEET

SCALE IN FEET

CHA

TAB. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL	AREA OF TAKE		REMAINER		PERMANENT		EASEMENTS		CIP POINT NO.
			AC	LEFT	RIGHT	AC	SP	TYPE	SP	DESCRIPTION	
012	EVANS, CHARLES B.	0.42	1.17	0.40							
013	INSTALLER, STEVEN P. & JOE WARE T.	0.46	0.11	0.23							
014	DELA LOVINE PAGE, DUSTY THOMBLEY, AND TRINA N. SHAWSON										
015	WILSON, ELISE	1.11	0.23	0.20							

**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, 5/13/2021, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 21 Spinnaker Dr Derry, NH 03038 owned by SELLER consisting of 0.89 +/- acres and including any other property, real or personal, subsequently added thereto, recorded in the Rockingham County Registry of Deeds in Book 3739 Page 1091 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ \$346,500.00, 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 5/13/2021 through 5/13/2022. 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 _____ Date 5/13/21

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()(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by Firm
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3%</u> % commission of the contract price or <u>N/A</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by Firm
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this is checked, property cannot be placed in MLS.	

8. SPECIAL CONDITIONS - SELLER agrees:

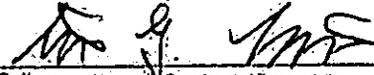
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input 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) A covenant that future uses avoid or minimize impact to the historic stone wall present at the property.
- 4) The real estate agent for Coldwell Banker Realty: Ken Phillips

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 New Hampshire Department of Transportation

Date: 5/13/21

7 Hazen Drive, PO Box 478
 Address

Concord NH 03302
 City State Zip Code

Coldwell Banker Realty
 Firm

5-12-21
 Date

Ken Phillips
 Name

Agent
 Title

567B Amherst St
 Address

SASHTA NH 03063
 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 2nd day of June, 2021 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, and Stephen A. DeMattia and Jocelyn DeMattia ("BUYER") of 73 Derryfield Rd #L, Derry, NH 03038

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 21 Spinnaker Dr, Derry, NH 03038 and recorded in Rockingham County Book 3739 Page 1091 Dated 03/15/2002 ("PROPERTY").

3. The SELLING PRICE is Three hundred forty six and five hundred Dollars \$346,500 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 will deliver to the ESCROW AGENT'S FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$3,500. If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered on or before N/A. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire certified cashier's or trust account check in the amount of \$343,000

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

5. TRANSFER OF TITLE: On or before 08/02/2021 Jill & Co. Realty Group, Salem NH or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: None. Buyer reserves the right to conduct a walk through inspection upon reasonable notice to the SELLER within 48 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: Ken Phillips of Coldwell Banker Realty Nashua is a X seller agent buyer agent facilitator disclosed dual agent Justine D'Amour of Jill & Co. Realty Group 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.

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 \$7,500. 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.

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: refrigerator, range, dishwasher. All: light fixtures, blinds.

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

New Hampshire Department of Transportation

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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:

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

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

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
(b) If SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or
(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

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

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

SELLER(S) INITIALS [Signature] YES NO BUYER(S) INITIALS [Signature] YES NO

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- a. Restrictive Covenants of Record _____
- b. Easements of Record/Deed _____
- c. Park Rules and Regulations _____ _____
- d. Condominium documentation per N.H. RSA 356-B:58 _____ _____
- e. Co-op/PUD/Association Documents _____ _____
- f. Availability of Property/Casualty Insurance _____ _____

If such review is unsatisfactory, BUYER must notify SELLER in writing within 10 days from the effective date of the Agreement falling 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) (____ is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT 95% TERM/YEARS 30 RATE MORTGAGE CURRENT TYPE CONVENTIONAL

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 2 calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by 06/23/2021 ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

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

If, however:

- (a) BUYER does not make application within the number of days specified above; or

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



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(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.

Buyer will not ask Seller to make repairs, adjust Purchase Price, or otherwise provide credit due to inspection items.

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

New Hampshire Department of Transportation

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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.

SELLER(S) INITIALS *SD* BUYER(S) INITIALS *SD*



New Hampshire Department of Transportation

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

Signature: Stephen A. DeMatta
dotloop verified
06/17/21 1:41 PM EDT
9LCS-DCH-F-SAC-VS40

BUYER DATE TIME

Signature: Jocelyn DeMatta
dotloop verified
06/17/21 1:45 PM EDT
6WZ3-VUHO-TYPO-3.125

BUYER DATE TIME

73 Derryfield Rd #L
MAILING ADDRESS

73 Derryfield Rd #L
MAILING ADDRESS

Derry, NH 03038
CITY STATE ZIP

Derry, NH 03038
CITY STATE ZIP

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

Signature: [Handwritten]
DATE: 6/18/21, 10:00
SELLER DATE TIME
New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483

SELLER DATE TIME

MAILING ADDRESS

MAILING ADDRESS

Concord, New Hampshire 03302-0483
CITY STATE ZIP

CITY STATE ZIP

SELLER(S) INITIALS [Handwritten Signature]

BUYER(S) INITIALS [Handwritten Signature]

